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#### **SDMS DOCID 2181740**

# KARAGANIS, WHITE & MAGEL LTD.

ATTORNEYS AT LAW

414 NORTH ORLEANS STREET - SUITE 810

CHICAGO, ILLINOIS 60610

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October 11, 2007

#### VIA FEDERAL EXPRESS

Linda Ketellapper, SFD-7-5 U.S. EPA, Region IX Superfund Division 75 Hawthorne Street San Francisco, CA 94105

Re: Response of KIK Custom Products, Inc.

104(e) Request for Information -

Omega Superfund Site

# Dear Ms. Ketellapper:

With this letter, KIK Custom Products, Inc. ("KIK") is providing its responses to the above referenced Information Request received by KIK on September 5, 2007. The Information Request specified a thirty (30) day response period from receipt. On October 2, 2007, a representative of KIK spoke with Steven Berninger of EPA, who approved an extension of time up to and including October 12, 2007. Therefore this response must be viewed as timely.

In your Information Request, you requested the name and address of a contact for future correspondence to KIK concerning the Omega Site. That KIK contact person is:

Scott Churbock Vice President Environmental, Safety, Security and Sustainability KIK Custom Products 2921 Corder Street Houston, Texas 77064 Phone: 713-747-8710 ext. 144

Fax: 713-481-9873

A copy of any correspondence should also be directed to:

Barbara Magel Karaganis, White & Magel Ltd. 414 North Orleans, Suite 810 Chicago, Illinois 60610 Phone: 312-836-1177 ext. 148

Fax: 312-836-9083

If you have any questions with respect to KIK's responses, please feel free to contact us.

Very truly

Hawara Magel

Barbara Magel

BAM:sam enclosure

# **ENCLOSURE B: QUESTIONS**

State the full legal name, address, telephone number, position(s) held by and tenure of the 1. individual(s) answering any of these questions on behalf of KIK Custom Products, Inc., corporate successor to Peterson/Puritan, Inc., concerning the facility located at 9101 S. Sorenson, Santa Fe Springs, CA (the "Property").

# **RESPONSE:**

#### **Scott Churbock**

Vice President Environmental, Safety, Security and Sustainability KIK Custom Products 2921 Corder Street Houston, Texas 77064

Phone: 713-747-8710 ext. 144

Fax: 713-481-9873

# **Montfort Anders Johnsen**

(See Response to Question No. 6)

# Syed Kazmi

(See Response to Question No. 6)

# Barbara Magel

Attorney for KIK Custom Products, Inc. Karaganis, White & Magel Ltd. 414 North Orleans, Suite 810 Chicago, Illinois 60610 Phone: 312-836-1177 ext. 148

Fax: 312-836-9083

#### Heidi Green

(See Response to Question No. 6)

2. State whether you or Peterson/Puritan, Inc. are a past or current owner of the Property. If so, provide a copy of the deed or other recorded instrument of conveyance evidencing your or Peterson/Puritan, Inc.'s ownership of the Property. As part of your response, identify the dates you or Peterson/Puritan, Inc. owned the Property.

**RESPONSE:** Peterson/Puritan, Inc. ("P/P") owned the Property from December, 1971 to April, 1985. The 1971 deed evidencing P/P's acquisition of the Property is attached as part of Exhibit A, as is the deed from P/P to Baybor Investment Company and Patrician Associates, Inc.

By a Certificate Of Amendment, dated August 19, 1990, P/P changed its name to CCL Custom Manufacturing, Inc. On or about April 20, 2005, all of the shares of CCL Custom Manufacturing, Inc. were acquired by KIK International LLC from CCL Industries, Inc. Subsequently, the name of CCL Custom Manufacturing, Inc. was, by Certificate of Amendment, changed to KIK Custom Products, Inc. KIK Custom Products, Inc. did not become part of the corporate chain until over ten years after P/P had transferred all of its ownership interest in the Property to unrelated entities as

- described above. While KIK Custom Products, Inc. is not listed as a record owner or the operator of the Property, as noted above P/P was the owner/operator from 1971 to 1985.
- 3. If you or Peterson/Puritan, Inc. are the current or past owner of the Property, and if at any time during your or Peterson/Puritan, Inc.'s ownership of such address you or Peterson/Puritan, Inc. rented or leased the Property to any individuals or entitles, provide the name of such individuals or entities, the respective dates the Property was rented or leased to each individual or entity and a copy of the lease(s), rental agreement(s), and/or any other document(s) governing each leasehold relationship.
  - **RESPONSE:** Neither Peterson/Puritan, Inc. nor KIK Custom Products, Inc. rented or leased the Property to other individuals or entities. While KIK Custom Products, Inc. is not listed as a record owner or the operator of the Property, as noted above P/P was the owner/operator from 1971 to 1985.
- 4. Identify all individuals or entities that owned the Property prior to or subsequent to its ownership by KIK Custom Products, Inc. and/or Peterson/Puritan, Inc., and provide the name, address and phone number of those individuals or entities.
  - **RESPONSE:** Based on the deed provided in Exhibit A hereto, P/P acquired the Property from Southern Pacific Transportation Company. Neither P/P nor KIK Custom Products, Inc. has knowledge of Property owners pre-dating Southern Pacific Transportation Company. Further, neither P/P nor KIK have contact details for Southern Pacific Transportation Company. P/P and KIK understand that Puritan Filling, Inc. operated at the Property before P/P owned the Property.
  - In 1985 P/P transferred the Property to Baybor Investment Company and Patrician Associates, Inc. (See Exhibit A). Based on the documents provided in Exhibit B hereto, KIK Custom Products, Inc. believes that Patrician Associates, Inc. transferred a fifty percent interest in the Property to PFG Sorenson II Limited Partnership in April, 2003. In September 2003, PFG Sorenson II Limited Partnership transferred its fifty percent interest in the property to Ohmans Investment Company. (See Exhibit B). Neither P/P nor KIK Custom Products, Inc. has contact information for these entities beyond that shown on Exhibit B documents.
- 5. State whether you are currently operating at the Property or have ever operated there in the past (including operating in the form of Peterson/Puritan, Inc.). If, so, identify the dates you operated at the Property. If you were not the owner of the Property at any time

during your period of operations there, provide a copy of the lease(s), rental agreement(s) or any other document(s) that establish(es) your relationship to the Property.

**RESPONSE:** KIK Custom Products, Inc. has never operated at the Property. P/P operated at the Property through its period of ownership from 1971 to 1985. Neither KIK Custom Products, Inc. or P/P is currently operating the Property.

- 6. Provide a list of employees who had knowledge of the use and disposal of hazardous substances at the Peterson/Puritan, Inc. facility at the Property during the entire time period that Peterson/Puritan, Inc., or any of its predecessors, successors, subsidiaries, affiliates, contractors, trustees, assigns or agents, was associated with this facility. For each employee listed, provide the following information:
  - a. The employee's full name;
- b. The employee's current or last /known address(es) and telephone number(s), including the last known date on which you believe each address and telephone number was current;
- c. The employee's Social Security Number;
- d. Identify the entire time period that the employee worked at the facility; and
- e. The position(s) the employee held with each business entity during his or her entire period of employment at the facility and the year or years that the employee held each listed position.

**RESPONSE:** This question relates to employees from twenty or more years ago and a change in Property ownership and operational control. Information provided in response is based on current recollections which does not include every position and years of employment. We have provided all of the responsive information we obtained after reasonable inquiry. Upon information and belief, after reasonable inquiry, the following individuals may have relevant knowledge:

# **Montfort Anders Johnsen**

Former Vice President of Research & Development

Peterson-Puritan

FOIA ex 6, Personal Privacy

#### J.P. Peterson

Former President P/P Anaheim, California

# Doc Morgan

Former Chief Engineer P/P Santa Fe Springs Whereabouts Unknown

#### Heidi Green

Technical Director
KIK Custom Products, Inc.
425 South Ninth Avenue
City of Industry, CA 91746-3382
(employed at Santa Fe Springs by
Puritan Aerosol Corporation
starting in 1969; in 1971 begun
working for Peterson/Puritan and
continued into 1985; 1985 started
as a Chemist, became a Quality
Engineer and then the Technical
Director at time of closing)
Phone No. 626-363-6233

#### **Everett Lumbertson**

Former Chief Compounder P/P Santa Fe Springs Whereabouts Unknown

#### Tom Donaldson

Former General Manager P/P Santa Fe Springs Whereabouts Unknown

#### Norman Weiner

Former General Manager P/P Santa Fe Springs Deceased

# Lubfi Shakshir

Former Technical Director P/P Santa Fe Springs Believed to currently reside in San Diego, California

#### Thomas McKenna

Former President
Peterson/Puritan, Inc./CCL Custom
Manufacturing, Inc.
(current whereabouts unknown)

# **Syed Kazmi**

KIK Custom Products
425 South Ninth Avenue
City of Industry, CA 91746-3382
(employed by Peterson/Puritan, Inc. at Santa Fe Springs 1976-1984-started as Maintenance Mechanic – now Operations Manager)
Phone No. 626-363-6205

For most of these individuals, social security numbers are not available to KIK. For those who are KIK Custom Products, Inc. employees, social security numbers are not provided due to employee privacy and identity theft concerns.

7. Provide copies of all technical or analytical environmental information, including, but not limited to, any known releases of hazardous substances to any media (soil, water or air) and any data and documents related to soil, water (ground and surface), geology, hydrogeology, soil sampling, soil gas sampling or air quality on or at the Property. As part of your response, include any and all letters of enforcement from any regulatory agency concerning operations or events at the Property and inspection notes, citizen complaints, letters of enforcement from any regulatory agency and formal notices of violation.

**RESPONSE:** Copies of the requested documents identified in KIK Custom Products, Inc.'s possession or control after all reasonable inquiry are attached hereto as Exhibit C.

As the attached documents demonstrate, P/P completed soil and groundwater sampling at the Property in 1984. Based on that sampling, only low levels of a few volatile compounds were detected in relatively shallow soils in some of the soil samples. The analytical results led to the conclusion that the Property operations had not adversely impacted groundwater beneath the Property. In addition, the identified impacted surficial soils were removed and properly disposed of offsite as well according to the available and attached documents.

8. Provide copies of all information and documentation related to approval of any remediation or cleanup activities conducted during your or Peterson/Puritan, Inc.'s ownership or operations at the Property.

**RESPONSE:** Copies of the requested documents identified in KIK Custom Products, Inc.'s possession or control after all reasonable inquiry are attached hereto as Exhibit D.

See also the response to Request 7 above.

smkikomegaresponse01.doc

Exhibit A

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When recreive MAI) TO: THE RESIDENCY FURTHER. THE G/S OCCUPY EXEMINATE GLI WHEN SILVE BY FREN LCI Angeles, California 90007 MAIL TAX STANSMENTS TO:

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Parec as above 7377725 intigation

SOUTHERN EACTIVE TRANSPORTACION COMPANY, & Delaware componenties,

harein termed "Grantor", hereby grants to PETERSON/PURISH INC., a comparation, herein termed "Granton", the following described real property in the County of his Angeles, State of California:

#### PANCEL 1

That postion of the 136 some tract of land known as The Colles Tract, in the Rencho Santa Gertrudes, in the City of Santa Fe Springs, County of Los Angelss, State of Collisands allocted to Jose Sanshes Colles and Michalas E. Colles, by Decree of Partition entered in Seas Sp. 2513 of the Mistrict Court of the 17th Judicial District of paid County, Escheded Within the following described lines:

Commanding at a point in the northwesterly housing of the land described as Parter Ro. 1. In the dead to Embain Company, recorded on Jenuary 5. 1956, as Instrument No. 1621, in Book 49364, page 124 of difficial Records, in the office of the County Recorder of maid county, distant March 36, 32, 12; the County Recorder of maid county, distant March 36, 32, 12; the County Recorder of maid county, distant March 36, 37, 12; the county recorder; themes derived 215.05 fact from the northwesterly line of the land shown as Farmal 8, or may filled in Book 36, page 17, of Respond of Europy. 1a the office of land to bounty recorder; themes derived 30, 151 Wast, stong a line parallel with said borrhespharty line 274.50 fact to the counting along and parallel line 127,00 fact; themes march 39 of 127 Devilence and a line parallel with said northwesterly marchese borry, and having a radius of 1000 fact in the company marchese borry, and having a radius of 1000 fact in the company marchese borry, and having a radius of 1000 fact in the company on Jeneary 16, 1963, as Document No. 1776, in Book F-1827, page 739, of said Official Recorder themes southwesterly stong said on Lenoar 16, 1963, as Document No. 1776, in Book F-1827, page 1999, of said Official Recorder themes southwesterly stong said in the sameons found to the City of Santar Pe Springs, conorded to a point in a line these is parallel with said northwesterly stong a country (from a Despain bearing South 12° 30° 38, 12° despain to a point in a line these is parallel with said northwesterly houndary and passes through the TRUE FORET OF BESTERSHOT Chance of 1.4003 Aures, a little mare or less.

\*\*RESPONDED\*\*

memorial to personal for railroad and transportation purposes over the southwest D.CO feet (measured at right inclass) of the littlebore described perce) of them, said posterest 18.00 feet being hursby destarbed as "PREEK 1-1."

#### PARCEL 21

. . .

That portion of the 236 sore tract of land known as The Coling Tract, if the Restate Sames Generalies, in the City of Santa Pu Springs, County of Les Appeles, State of California, Blocked to Down Santas and Bucholes E. Colins, by Deers: of Partition, externed in Case No. 2542 of the District Court of the 17th Judicial Pistrict of Said County, included within the following described Money

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MAL TAX STATEMENTS AS LITTLE SAT JAME

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Description: Los Angeles, CA Pre-1976 Year-Date Dould 1971, 1907, 264 Page: 1 of 6 Order: 90 Comment:

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Commencing at a point in the northwesterly boundary of the land described as Parcel Ro. 1, in the steed to Sottie Company, proorded on January 5, 1956, as Instrument No. 1611. In Book 19364, page 184, or Official Rescribe, in the office of the foundary Recorder of said country, distant Rosth 19° 02' 18° East, clong acid northwesterly boundary 725.0' feet from the north-land acid northwesterly boundary 725.0' feet from the north-land acid northwesterly boundary 725.0' feet from the north-land to Do. page 17 of Record of Serways, is the office of said northwesterly line 401.50 feet to the TEUR locate Worth 50° 01' 83' West, close a line parallel with eads northwesterly line 401.50 feet to the TEUR locate Horne North 3° 62' 18° East, along a line parallel with eads northwesterly boundary 250.64 feet to the PEUR locate of seat; there worthwesterly boundary 250.64 feet to the section of a register of 250.00 feet; thence morthwesterly boundary 250.64 feet to the section of a register of 250.00 feet; thence northwesterly boundary 250.64 feet to the 182.30 feet; thence Rorth 80° 89' 12' East, theyen to said ourse through a contral angle of 10° 40° 12' East, theyen to said ourse 182.30 feet; thence Rorth 80° 89' 12' East, theyen to said ourse 182.30 feet; thence Rorth 80° 89' 12' East, theyen to said ourse 182.30 feet; thence a point in that certain ourse connerse in the central in the seament doed to the City of Series 8° Springs, tecceded in the seament doed to the City of Series 8° Springs, tecceded in the seament doed to the City of Series 8° Springs, tecceded in the seament to 1800 feet to a point in the there is no east to 1800 feet to a point in a time there is no east to 1800 feet to a point in a time there is no east to 1800 feet to a point in a time there is no east to 1800 feet to 2 point in the there is no east to 1800 feet to 2 point in the there is no east to 1800 feet to 2 point in a time there is no east to 1800 feet to 2 point in the there is not the 1800 feet to 1800 feet to 1800 feet to 1800 feet to 1

nnesteving on espending the public serves and deflicy purposes described parcel of land included within the following described liber:

Commanding at a point in the perturestably boundary of the land described as Farcel So. 1 in-the deed to Social Company, recorded as Sanuary S. 1958, as Instrument No. 1521, in Dook 49964, page las of good Official Repostes, channes North 198 02' 28" East, clong said northwestarly boundary, 221-08 feet from the northwestarly line of the land shown as Parcel S on map filed in Book Sc., page 17 of Record of Surveys, in the office of said county recorder, thence Morth 50° 01' 53" Next, along a line perallel with said northwestarly line and I to northwestarly prolongation, 507. 50 feet to FRE TRUE FORM Of PRESIDENT OF PRESIDENT OF PRESIDENT OF SAID FORM FORM OF PRESIDENT OF A Campant course workers southered to FRE TRUE FORM OF PRESIDENT AND A Campant of the said northwestarly boundary, 290.84 feet to the heighted of a campant course southered souther said course, through of a campant course workers southered to said course, through a campant and to 41' 48' 48', an and distance of 157.35 feet; themse Morth 80' 49' 12' East, tangent to said course, 100.01 feet to a point in the sembarily line of that portlem of Secanson Avenue, 80 feet wide, Associated in the summant dead to the City of Eacts To Springe, recorded on Jeneary 16, 1963, as December 180, 1776, in Book P-1871, page 199 of said Official Amounds, said westerly line brings a marve concave methasterly and having a radium of 100.11' 19') an arm distance of 18.67 feet to the beginning of a trivers opine, monday and the southers contract angle of 1 07' 19') an arm distance of 18.67 feet to the beginning of a trivers opine, monday and the point of saiding to a limb that (a parallel with and distance of 18.67 feet to the beginning of a triver opine, monday and the southers of 50' 52' (1') as are distance of 17.91 feet to said opine of 100.84 feet; thereon northwhy, sorthwesterly and wasterly along and last mentioned curve (through a cominal point of 100.84 feet; thereon northwhy, sorthwesterly and of 55' 52' (1') as are distance of 17.91 feet to said point of eac

concentric with and distant southwesturiy 11.00 feet, measured redially from said curve baving a radius of 250.00 feet; thence westerly mi southwesterly close said concerns direct firmush a control angle of 61° 46° 44°, as are distance of 158.23 feet to its point of saiding in a line that is parallel with and distant southwesterly 33.00 feet, measured at right angles from said line having a length of 250.84 feet; themes southwesterly and last mentioned parallel libe, 110.49 feet to the beginning of a tangent curve common southwesterly and having a radius of 90.00 feet; themes southwesterly along said curve, through a central angle of 20° 29° 40°, an are distanced of 32.19 free; themes fouth 18° 32° 68° test, tangent to said curve, 50.00 feet to the beginning of a tangent curve common to said the sectorly and weeterly along each outwo through a central angle of 7° 07° 35°) as are distance of 80.77 feet to a point in said line that is parallel with and distant southeasterly 2.00 feet, themes South 18° 02° 38° best, along said last mentioned parallel line, 31.42 feet to a point in haid line having a length of 290.64 feet, themes South 18° 02° 38° best, along said last mentioned line, 31.00 feet to the TRUE POINT OF BECKNING, Said land being herminafter designated and transportation.

ALSO RESERVING An easement for relirost and transportation purposes over the southwest 10.00 feet [measured at right angles] of the hereinshove described percel of lead, said scathwest 10.00 feet being hereby designated as "PARCEL 2-1".

subject to essements, restrictions, reservations, including mineral reservations and exceptions, conditions and overests of record.

Excepting and renerving, however, to the Grantor, its successors and assigns, forever, the title and exclusive right to all of the minerals and mineral cras of every kind and character now known to exist or hereafter discovered upon, within an of mineral land or that may be produced therefrom, including, without limiting and penerality of the foregoing, all patrolaum, oil, natural yea, and other hydrocarbon substances and produced desirted therefrom, together with the exclusive and perpetual might of said Grantor, its successors and exclusive, of increase and spress beneath the surface of said land to explore for, substance, mine and remove the same, and to make such use of said land beneath the surface as is messeary or useful in non-socion theresith, and other use thereof, which upop may include lateral or slant defilling, disping, bering or winking of wells, shalts or tunnels to other lands one subject to those reservations and excessively provided, however, that soid Grantor, its suppressors and assigns, shall not use the surface of said land in the secretae of any improvements thereof or reserve or impair the lateral or subjects as operations within five hundred foot (500°) of the source of said land.

In the experise of seld reserved explusive examents, mineral rights and reservations, Grancov say 9001 and lands with other lands. The rights of Grantor shall include, but shall in no way be limited to, all subternates rights necessary, incidental or convenient to the full exercise of the rights reserved by Grantor, and shall include the right to drill and Balaksio well holes through the said land below five hundred feet (500') from the surface thereof for the purpose of recoving oil, was and other hydrogerous substances from other lands whether such other lands be adjacent, suntiquous or distant from said lands.

Grantes coverants as Scilows

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(a) That heildings constructed on said property shall have a setbook of not less than thirty-five (95) feet from the existing side lines of Sorensen Avenue. This methack may be used for landscaping and parking purposes.

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(h) Exterior walls of all main buildings areased shall be of constraint mazonry, brick or equally substantial construction.

(a) Outside starings will not be parmitted on the whove described property unions appropriately streemed by congrete block while except that Granton may construct outside storage tonks if constructed and located in a manner amountable to the Granton and the City of Santa Po Springs, paid tanks to be painted appropriate pastel colors.

(d) Grantpe may not Group permanont buildings or other improvements except realized tracks, functon and drainers facilities within 10 feet of the senthmenterly boundary of Percels 1 and 2.

'Attentor expressly reserves the right to grant to the filty of same to deriver, California, for perest and utility purposes in assemble over the land hereinghout described and designated as Parcel h-1. The stress referred to shall have boundaries which are objectioned with the boundaries of fareches of the following described land:

cotexusingus with the boundaries of Paruel A-5 and with the Indahars of the following described 1870.

Cummanding at a point in the northwesterly boundary of the land described as Paruel No. 1 in the deed to Scholn Company, recorded on Samuery 5, 1956, as Instrument No. 1521, in Book 4956, page 184 of hald official Respects. Along a line North 19 03' 22' Base, along each northwesterly boundary 325,08 foot from his northwesterly line of the land shown as Paruel 6 on map film; in Rock 30, page 19 of Record of Surveys, in the office of said comply recorders thomas North 50° 01' 51° Base, along a line parallel with said northwesterly paralongation, 607,50 feet to the TRUE FOLKE OF BRISHMENT: thomas North 30° 02' 22° Bast, along a line parallel with end northwesterly boundary, 256.84 face to the bagginning of a Cangant curve concave Boutheasterly along said curve, limmed a well and 1.4° 42' an are distance of 101.30 South themse northwesterly along said curve, limmed a well-and anylout; 1.4° 42' an are distance of 101.30 South themes Kerth 80° 49' 12" Bast, kangent we said curve, 100.44 foot to a point in the westerly line of these parties of south Fe Desings, 20° that parties of seath curve (100.44 foot to a point in the westerly line of these parties of 1940 feet themes northwest wild, Lascribed in the extends dead to the Cley of Sonta Fe Desings, 20° conde on January 16, 1963, as Decument No. 1776, in Book 0-1907, page 758 of said Difficult Neocris, and last Beptioned curve (from a tangent bearing North 9° 19' 48' west through a central angle of 104 feet themes northwest place and being tongent at its point of unding to a line that in parallel last Beptioned curve (from a tangent bearing Aorth 9° 19' 14' an are distance of 56.7 feet to the bearming of a revorted and being tongent at the point of unding to a line that in parallel lane, there as feet and point of condection of the said parallel line, there as footh 90' 40' 12' Mage, along said parallel line, thenes south 90' 40' 12' Mage, along said parallel line,

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distance of 206. Is fact to iss rotat of ending in a lipe that is parallel with and distant nutriturately 15.60 fact, measured at eight ancles from and lime having a length of 230.94 fact; there from and lime having a length of 230.94 fact; there Houth 15° 07' 27° bust, along said lact wentimed paralled lime, 110.49 fact to the bodinning of a tangent curve content active continuously and bowing a radius of 91.00 fact; there southweatedly along said curve, thereof a content angle of 92° 10° as are distance of 12.10 fact; there bouth 69° 12° 10° what, tungent to said curve, 50.00 fact there bouth 69° 12° 10° of a tangent curve conceve southeasterly and having a radius of 60.00 fact; there is necessal angle of 7° 17° 19° 39°) on are distance of E0.77 fact to a rotatel angle of 7° 10° 39°) on are distance of E0.77 fact to a rotatel angle of 7° 10° 39°) on are distance of E0.77 fact to a rotatel line take is paralled with and distant cortains in a said line that of 280.84 fact; there and located not line having a radius of 181.21 fact in the bouthwasterly and having a radius of 181.21 fact in the bouthwasterly boundary of the hardinance described paralled line; there is and bearing 3000 fact. there is not bearing 3000 fact.

unid land being designated as Parmel 2-5.

Grantor covonents to notify dranton in writing within five (5) years after September 7, 1971 of its decision to or not to construct said struct and if Grantor falls to so notify Granton of its decision within a five-year muried of does notify Granton of its decision not to cometruct and fract. Granton will promptly quittlaim said right to Granton but goodwing, however, to the Granton, its successors and assistant desemble for utility and drainage purposes accompable to the City of Samts Fa Springs or other controlling governmental agancies, said scarmants to be as mean the nurthwosterly faradary line of said Parcel 2 as persible and uthin the continues of a strip of land thirty (30) fout tide lying scothorly and southensterly of the north and northwasterly line of Parcel 2; said scrip to be portable, with and concentric to said north; and northwasterly line.

If Crantor decides to construct paid struct, it will proceed in a diligant manner to sempletion. Grantes coverants that if Grantor constructs said show referred-to struct. Granton will pay for or reindures Orantor for the cope of construction of ourse, sates, sate from inhets at May be required by the City of Santa Pe Springs in that portion of the struct lying within Granton's property.

April \_\_\_

THE TOWNS TO STREET

BOUTHERS MODERN

22-06

Assistant Worstn

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Pescription: Los Angeles.CA Pre-1976 Year-Date Donid 1971,1207.344 Page: 5 of 6 Ogder: 00 Compent:

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PUTTILE & TAYLOR Incorporated  809 So. Grand Avenue Los Angeles California 90017	1
BAYBAR INVESTMENT COMPANY P.O. BOX 388 Monterey Park, Ca. 91754  RECORDED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA 31 MIN. 12 PM, AUG 5 1985 PAST.	
SURVEY MONUMENT FEE \$10.00 CODE 99	N
Corporation Grant Deed  Cat. No. NN00628 TO 1921 CA (2-83)  THIS FORM PURNISHED BY TIGOR TITLE INSURERS	_
The undersigned grantor(a) declare(a):  Documentary transfer tax is 1 3,740.00  K) computed on full value of property conveyed, or  () computed on full value less value of liens and encumbrances remaining at time of sale.  () Unincorporated area: K) City of Santa Fe Springs and  FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  PETERSON/PURITAN, INC.  a corporation organized under the laws of the State of Delaware hereby GRANTS to  BAYBAR INVESTMENT COMPANY, a California General Partnership and  PATRICIAN ASSOCIATES, INC., a California Corporation, each as to an* the following described real property in the  County of Los Angeles , State of California.	
*individed one-half interest.	
In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its.  President and  Secretary thereunto duly authorised.  Dated May 22, 1985  STATE OF EXAMPLEMENT ILLINOIS  COUNTY OF VERMITION  On May 22, 1005  On May 22, 1005  Defore me, the understand, a Notary Public in and for said State, personally appeared Thomas McKenna/Phil Pricherd personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the  President, and  President, and  President, and  Personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument partial to its by-laws or a resolution of its board of directors  WITNPSS'my hyad and official scal	
Signature	1

#### EXHIBIT A

#### Parcel 1:

Parcels 1 and 2, in the City of Santa Fe Springs, in the County of Los Angeles, State of California, as shown on Parcel Hap No. 2457, filed in Book 36, Page 23 of Parcel Maps, in the Office of the County Recorder of said County.

#### Parcel 2:

That portion of the 238 acre tract of land known as the Colima Tract, Rancho Santa Gertrudes, in the City of Santa Fe Springs, in the County of Los Angeles, State of California, allotted to Jose Sanchez Colima and Nicholas S. Colima by Decree of Partition entered in Case No. 2542 of the District Court of the 17th Judicial District of said County, including within the following described lines:

Beginning at a point in the northwesterly boundary of the land described as Parcel No. 1, in the Deed to Sotein Company, recorded on January 5, 1956 in Book 49964, Page 184, Official Records, as Instrument No. 1621 in the Office of the County Recorder of said County, distant north 39 degrees 02 minutes 28 seconds east, along said northwesterly boundary, 325.08 feet from the northeasterly line of the land shown as Parcel 6 on Map filed in Book 50, Page 17 of Record of Surveys, in the Office of the County Recorder of said County; thence north 50 degrees 01 minutes 53 seconds west, along a line parallel with said northeasterly line 274.50 feet; thence north 39 degrees 02 minutes 28 seconds, along a line parallel with said northwesterly boundary, 441.32 feet to a point in that certain curve concave northeasterly, and having a radius of 1000 feet in the center line of that portion of Scrensen Avenue, 80 feet wide, described in the Easement Deed to the City of Santa Fe Springs, recorded on January 16, 1963 in Book D-1887, Page 799 of said Official Records, as Instrument No. 3776; thence southeasterly along said curve (from a tangent bearing south 21 degrees 36 minutes 24.5 seconds east, through a central angle of 16 degrees 51 minutes 41.5 seconds) an arc distance of 294.87 feet to a point in said northeasterly boundary; thence south 39 degrees 02 minutes 28 seconds west, along said northwesterly boundary, 340.93 feet to the point of beginning.

Except from said land all oil, gas and other hydrocarbon substances in and under said land, as excepted in the Deed from John B. Rauen, et ux., recorded October 9, 1959 in Book D-529, Page 81, Official Records, which Deed contained the following recital:

"It is expressly agreed and understood that the Grantor herein shall have no right of surface entry upon or through the hereinabove described parcel of land except below a depth of 500 feet below the present surface thereof, for the extraction, development, or production of any of the oils, gases and other hydrocarbon substances which said Grantor has title thereto".

Also except the title and exclusive rights to all of the minerals and mineral ores of every kind and character beneath the surface of said land, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances, and products derived

33.53

therefrom, together with the exclusive and perpetual rights of said Grantor, its successors and assigns, of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same, and to make such use of said land beneath the surface as is necessary or useful in connection therewith, and other use thereof, which used may include lateral or slant drilling, digging, boring or sinking of wells, shafts or tunnels to other lands, but without the right to use the surface of said land in the exercise of any of said rights, nor to disturb the surface of said land or any improvement thereon or ramove or impair the lateral or subjacent support of said land or any improvements thereon, and no operation shall be conducted within 500 feet of the surface of said land, as reserved in the Deed from Southern Pacific Company, a Delaware corporation, recorded September 13, 1966 as Instrument No. 706.

85 899769





03-1645997

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

JUN 10 2003
AT 8 A M

D.T.T

TITLE(S):

DEED





FEE

FEE \$16 F

CODE 20

CODE 19

CODE SURVEY, MONUMENT FEE \$10. CODE 99

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink,

Number of Parcels Shown

8168-007-030

7 2 0

NOTHICATION SENT-5410

0 0 (

Exhibit B

# LAWYERS TITLE

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Patrician Associates, Inc.

801 Grand Avenue

Des Moines, Iowa 50392

Atm: Kathy Crouse

8/68	807	030	ALL	SPACE ABOVE THIS LINE FOR RECORDER'S USE Title Order No. 5095576-67
		<u> </u>	PTN	Escrow or Loan No.
			GRANT	DEED
FOR A ASSOC an lowa describe	CUMENT computed computed Unincorpo VALUAE TATES, It imited po	ARY TRANSI on full value of on full value le orated area:	FER TAX IS \$NONE f property conveyed, ess value of liens or e City of Santa Fe Sp  RATION, receipt of v ia corporation hereby individed fifty percen	ncumbrances remaining at time of sale.
Dated 1	April 3	<u>O</u> , 2003		PATRICIAN ASSOCIATES, INC., a California corporation
				By: Principal Real Estate Investors, LLC, a Delaware limited liability company, its authorized signatory  By Cruss Consuming

MAIL TAX STATEMENTS AS DIRECTED ABOVE

\*"This conveyance changes the manner in which title is held, grantor and grantee remain the same and

continue to hold the same proportionate interest, R & T 11911."

Assistant Managing Director

Equity Closing

"THE GRANTOR AND THE GRANTEE IN THIS CONVEYANCE OF LICENSIED OF THE SAME PARTIES WHO CONCERNS HOLD THE SAME PROPORTIONATE INTEREST IN THE PROPERTY R&T 11923 (d)."

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	State of <del>California</del> 10WA				
	Polk County of	SS			
		,			
	June 4, 2003 Wanda M. Homan, Notary Public before me, Name and Title of Officer (e.g., Sane Dos., Notary Public)				
	Kathy Crouse and	Name and Title of Officer (e.g., Jane Dos., Notary Pucker)  Donna H. Lutcavish			
	personally appeared	Name(s) of Signato)			
		Repersonally known to me			
		proved to me on the basis of satisfactory evidence			
<b>(0</b>	.05	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
		WITNESS my hand and official seal			
	WANDA M. HOMAN Commission Number 222391	Walanda Al Hamaan			
	May 10, 2005  Though the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law, it may prove with the information below is not required by law.				
	Description of Attached Document	or this farm to thought detailment			
	Title or Type of Document:				
	Document Date:	Number of Pages.			
	Signer(s) Other Than Named Above:				
	Capacity(ies) Claimed by Signer				
	Signer's Name:Kathy Crouse and Donna H	. Luteavish			
	S Individual Clocking Consultant	and Assistant Managing Directorumo here			
1	Closting Consumer				
;	Corporate Officer — Title(s):      Partner — Title(s):				
;	Corporate Officer — Title(s):				
;	Corporate Officer — Title(s):  Partner — Dumited Deneral Attomey-in-Fact Trustee				
: : : :	Capacity(ies) Claimed by Signer  Signer's Name: Kathy Crouse and Donna H  Individual Closing Consultant Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other Signer Is Representing: Principal Real Esta				

n

#### EXHIBIT A



# Parcel 1:

Parcels 1 and 2. in the city of Santa Fe Springs, in the County of Los Angeles, State of California, as shown on Parcel Map No. 2457, filed in Book 36, Page 23 of Parcel Maps, in the Office of the County Recorder of said County.

#### Parcel 2:

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Beginning at a point in the northwesterly boundary of the land described as Parcel No. 1, in the Deed to Sotein Company, recorded on January 5, 1956 in Book 49964, Page 184, Official Records, as Instrument No. 1621 in the Office of the County Recorder of said County, distant north 39 degrees 01 minutes 28 seconds east, along said northwesterly boundary, 325.08 feet from the northeasterly line of the land shown as Parcei 6 on Map filed in Book 50, Page 17 of Record of Surveys, in the Office of the County Recorder of said County; thence north 50 degrees 01 minutes 53 seconds west, along a line parallel with said northeasterly line 274.50 feet; thence north 39 degrees 02 minutes 28 seconds, along a line parallel with said northwesterly boundary, 441.32 feet to a point in that certain curve concave northeasterly, and having a radius of 1000 feet in the center line of that portion of Sorensen Avenue, 80 feet wide, described in the Easement Deed to the City of Santa Fe Springs, recorded on January 16, 1963 in Book D-1887, Page 799 of said Official Records, as Instrument No. 3776; thence southeasterly along said curve (from a tangent bearing south 21 degrees 36 minutes 24.5 seconds east, through a central angle of 16 degrees 53 minutes 41.5 seconds) an arc distance of 294.87 feet to a point in said northeasterly boundary; thence south 39 degrees 02 minutes 28 seconds west, along said northwesterly boundary, 340.93 feet to the point of beginning.

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Also except the title and exclusive rights to all of the minerals and mineral ores of every kind and character beneath the surface of said land, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances, and products derived therefrom, together with the exclusive and perpetual rights of said Grantor, its successors and assigns, of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same, and to make such use of said land beneath the surface as in necessary or useful in connection therewith, and other use thereof, which used may include lateral or slant drilling, digging, boring or sinking of wells, shafts or tunnels to other lands, but without the right to use the surface of said land in the exercise of any of said rights, nor to disturb the surface of said land or any improvement thereon or remove or impair the lateral or subjacent support of said land or any improvements thereon, and no operation shall be conducted within 500 feet of the surface of said land, as reserved in the Deed from Southern Pacific Company, a Delaware corporation, recorded September 13, 1966 as Insurument No. 706.

not a part of legal description JV569/MRI 056910 9101 Sorensen Avenue Santa Fe Springs CA

S:\UV751063\grant deed from patrician to pfg soren II partnership.doc 3/27/03



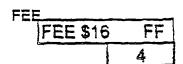
RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
SEP 08 2003
AT 8 A.M.

TITLE(S):

DEED







TRANSFER TAX NOT A PUBLIC RECORD D.T.T

NOTIFICATION SENT-\$4(19)

CODE

CODE 20

19

CODE 9

Assessor's Identification Number (AIN)

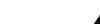
To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

8168 007 030

001





# RECORDING REQUESTED BY:

03 2597178

Principal Life Insurance Company 711 High Street Des Moines, IA 50392-1360 Attn: Kathy Crouse

AND WHEN RECORDED TO:

Oltmans Investment Company c/o Oltmans Real Estate Services 10005 Mission Mill Road Whittier CA 90601 Attn: J.O. Oltmans II

MAIL TAX STATEMENTS TO:

Oltmans Investment Company c/o Oltmans Real Estate Services 10005 Mission Mill Road Whitner CA 90601 Attn: Tere Miller

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

TRANSFER TAX NOT A PUBLIC RECORD

Documentary Transfer Tax not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PFG Sorensen II Limited Partnership, an Iowa limited partnership, hereby GRANT(S) to Olimans Investment Company, a California limited partnership, an undivided fifty percent (50%) interest in the real property as further described on Exhibit A attached hereto and hereby made a part hereof, in the County of Los Angeles, State of California.

See EXHIBIT "A" attached hereto

Dated Sept. 8th 2003

PFG SORENSEN II LIMITED PARTNERSHIP, an Iowa limited partnership

By: Patrician Associates, Inc., a California corporation. its general partner

> By: Principal Real Estate Investors, LLC, a Delaware limited liability company,

its authorized signatory

Ву: Katter M. Crouses Its: Closing Consultant

Donna H. Luicavish Assistant Managing Director

Equity Closing

STATE OF IOWA )
COUNTY OF POLK )

On this 20<sup>th</sup> day of August, 2003, before me, the undersigned, a Notary Public in and for the said State, personally appeared Kathy M. Crouse and Donna H. Lutcavish, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Closing Consultant and Assistant Managing Director, respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, authorized signatory of PFG Sorensen II Limited Partnership, and that the seal affixed to the instrument is the seal of Principal Real Estate Investors, LLC; that the instrument was signed and sealed on behalf of the company by Principal Real Estate Investors, LLC, as authorized signatory of Patrician Associates, Inc, by authority of the Board of Directors of PFG Sorensen II Limited Partnership; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Real Estate Investors, LLC, as authorized signatories of said company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

AMY L. MCFADDEN
Commission Number 710244
My Commission Expires
May 24, 2004

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not a part of legal description JV 569/MRI 056910 9101 Sorensen Avenue Santa Fe Springs CA 90670



RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

D.T.T

SEP 80 2003

AT B A.M

TITLE(S):





CODE

20

D.A. FEE Code 20 \$.

CODE

19

CODE

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink. Number of Parcels Shown

NOTIFICATION SENT-\$4((\*\*)





Recording Requested By and When Recorded Mail To: GE ASSET MANAGEMENT 707 East Main Street, State 1300-A Richmond, Virginia 23219-3310

Loan No 5339

# DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES. AND SECURITY AGREEMENT (ALSO CONSTITUTING A FIXTURE FILING)

Lender is making a loan (the "Loan") in the principal amount of THREE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$3,575,000 00) to be secured by that certain real property (the "Realty") described in Exhibit A attached hereto. The Loan, if not sooner paid, is due and payable in full on September 30, 2028, subject to Lender's right to accelerate the maturity date of the Loan to September 30, 2013 as provided in the Note (heremafter defined). The terms of the Loan provide for: (i) Periodic adjustment of the interest rate, with adjustments to be calculated using a formula based upon the "A" Moody's Daily Long-Term Corporate Bond Yield Average (or a successor or comparable index, upon the circumstances provided in the Note (heremafter defined)); and (ii) adjustment in the amount of installment payments to reflect interest rate adjustments.

In consideration of the Loan, Borrower hereby irrevocably GRANTS, TRANSFERS, CONVEYS and ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, all of Borrower's estate, rights, title, claim, interest and demand, either in law or in equity, of, in and to the following property, whether the same be now owned or hereafter acquired (the "Property"):

- (a) The Realty and all rights to the land lying in alleys, streets and roads adjoining or abutting the Realty:
  - (b) All buildings, improvements and tenements now or hereafter located on the Realty;
- (c) All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of, the buildings, improvements and Realty (whether such items are leased, owned or subject to any title retaining or security instrument, or otherwise used or possessed), including without limitation all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all baths and sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting,

GNACADOT

(8/28/03 9:01 AM)

[\$2589 v08 doc] (08/93)

underpadding, floor covering, panelling and draperies, all furnishings of public spaces, halls and loobies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Property with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph;

- (d) All easements, access, air and development rights, minerals and oil, gas and other hydrocarbon substances, royalties, water, water rights and water stock, and all other rights, hereditaments, privileges, permits, licenses, franchises and appurtenances now or hereafter belonging or in any way appertaining to the Realty;
- (e) All of the rents, revenues, issues, profits and income of the Property, and all present and future leases and other agreements for the occupancy or use of all or any part of the Realty, including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature, and all guaranties of tenants' or occupants' performances under such leases and agreements; SUBJECT, HOWEVER, to the assignment of rents and other property to Lender herein contained;
- (f) All general intangibles relating to the development or use of the Property, including without limitation all permits, licenses and franchises, all names under or by which the Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and good will in any way relating to the Property;
- (g) All water stock relating to the Property, all shares of stock or other evidence of ownership of any part of the Property that is owned by Borrower in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; and
  - (h) All products and proceeds of all of the foregoing,
  - TO SECURE THE FOLLOWING (collectively the "Secured Obligations"):
- (1) Payment of the sum of THREE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$3,575,000.00), with interest thereon, according to the terms and provisions of a promissory note of even date herewith, payable to Lender, or order, and made by Borrower, and all modifications, extensions, renewals and replacements thereof (collectively the "Note");
- (2) Payment of all sums advanced to protect the security of this Deed of Trust, together with interest thereon as herein provided;
  - (3) Payment of all other sums which are or which may become owing under the Loan Documents;
  - (4) Performance of all of Borrower's other obligations under the Loan Documents; and
- (5) Payment of the principal and interest on all other future loans or advances made by Lender to Borrower when the promissory note evidencing the loan or advance specifically states that it is secured by this Deed of Trust, including all modifications, extensions, renewals, and replacements of any such future loan or advance.

As used herein, the term "Loan Documents" means the Note, this Deed of Trust, any loan agreement and Uniform Commercial Code Financing Statement executed in connection herewith, and any other instrument or document evidencing or securing the Loan or otherwise executed in connection therewith (except the Environmental Indemnity), together with all modifications, extensions, renewals and replacements thereof.

# ARTICLE I TITLE AND USE

Warranty of Title. Borrower represents and warrants to Lender that: (a) Except as may otherwise be expressly stated in this Deed of Trust, Borrower has good and marketable title in fee simple to such of the Property as is real property and is the sole and absolute owner of all other Property; (b) the Property is free from liens, encumbrances, exceptions or other charges of any kind whatsoever other than non-delinquent installments of property taxes and assessments, general and special, the "Permitted Exceptions," if any, listed on Exhibit A attached and any other hens, encumbrances, exceptions or charges expressly permitted by the terms of this Deed of Trust, and no others, whether superior or inferior to this Deed of Trust, will be created or suffered to be created by Borrower during the life of this Deed of Trust without the prior written consent of Lender; (c) no default on the part of Borrower or, to the best of Borrower's knowledge, any other person exists under any of the Permitted Exceptions and all Permitted Exceptions are in full force and effect and in good standing, without modification except as disclosed on Exhibit A attached; (d) none of the Permitted Exceptions will be modified by Borrower without Lender's prior written consent. (e) Borrower will fully comply with all the terms of the Permitted Exceptions, and (f) that Borrower has the right to grant, transfer, convey and assign the Property as herein provided and will forever warrant and defend the Property unto Lender against all claims and demands of any other person whomsoever, subject only to non-delinquent installments of taxes and assessments and the Permitted Exceptions.

#### 1.2 Hazardous Substances.

- Representations and Warranties. Borrower represents and warrants to Lender that: (i) To the best of Borrower's knowledge, no asbestos has ever been used in the construction, repair or maintenance of any building, structure or other improvement now or heretofore located on the Property; (ii) no Hazardous Substance is currently being generated, manufactured, refined, transported, treated, stored, handled or disposed of, transferred, produced or processed on, under or about the Property, except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws; (iii) neither Borrower nor, to the best of Borrower's knowledge, any other person or entity has ever caused or permitted any Hazardous Substance to be generated, manufactured, refined, transported, treated, stored, handled or disposed of, transferred, produced or processed on, under or about the Property, except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws; (iv) Borrower has not received any notice of, nor is Borrower aware of, any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances; and (v) neither Borrower nor the Property is subject to any governmental or judicial claim, order, judgment or lien with respect to the clean-up of Hazardous Substances at or with respect to the Property. Borrower further represents and warrants to Lender that the foregoing representations and warranties contained in this paragraph 1.2(a) are made after and are based upon inspection of the Property by Borrower and due inquiry by Borrower as to the prior uses of the Property.
- (b) <u>Definition.</u> As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or clean up, including without limitation any substance, waste or material which now or hereafter is (A) designated as a "hazardous substance" under or pursuant to the Federal Water Pollunon Control Act (33 U.S.C. §1251 et seq.), (B) defined as a "hazardous waste" under or pursuant to the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), (C) defined as a "hazardous substance" in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), (D) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "infectious waste," "hazardous substance" or "hazardous material" under or pursuant to the California Health and Safety Code, or (E) listed under or defined as hazardous or extremely hazardous pursuant to Title 22 of the California Administrative Code, Division 4.5

1.3 Location of Borrower. Borrower Baybar Investment Company represents and warrants to Lender that it is a general partnership whose place of business or its chief executive office (if it has more than one place of business) is located in the State of California, and that its exact legal name is as set forth in the first paragraph on page 1 of this Deed of Trust. Borrower Oltmans Investment Company represents and warrants to Lender that it is a limited partnership organized under the laws of the State of California, and that its exact legal name is as set forth in the first paragraph on page 1 of this Deed of Trust. Each Borrower covenants that it will give Lender thirty (30) days' prior written nonce of any act, event or occurrence which will cause the representations and/or warranties in this paragraph to become unitrue in any respect.

# ARTICLE II BORROWER'S COVENANTS

2.1 <u>Payment and Performance of Scoured Obligations</u>. Borrower will pay when due all sums which are now or which may become owing on the Note, and will pay and perform all other Secured Obligations, in accordance with their terms.

#### 2.2 Payment of Taxes, Utilities. Liens and Charges.

- (a) Taxes and Assessments. Except as the same may otherwise be paid under Article III, Borrower will pay prior to delinquency directly to the payee thereof all taxes and assessments (including without limitation non-governmental levies or assessments such as maintenance charges, owner association dues or charges, or fees, levies or charges resulting from covenants, conditions or restrictions) levied, assessed or charged against or with respect to the Property or this Deed of Trust. Upon request, Borrower shall promptly furnish to Lender all notices of amounts due under this subparagraph and all receipts evidencing such payments. However, Borrower may contest any such taxes or assessments by appropriate proceedings duly instituted and diligently prosecuted at Borrower's expense. Borrower shall not be obligated to pay such taxes or assessments while such contest is pending if the Property is not thereby subjected to imminent loss or forfeiture and, if Borrower has not provided evidence that it has deposited the entire amount assessed with the applicable governmental authority, it deposits the entire amount together with projected penalties and interest with Lender or provides other security satisfactory to Lender in its sole discretion.
- (b) <u>Utilities.</u> Borrower will pay when due all utility charges and assessments for services furnished the Property.
- (c) <u>Liens and Charges.</u> Borrower will pay when due the claims of all persons supplying labor or materials to or in connection with the Property. Without waiving the restrictions of paragraph 4.1, Borrower will promptly discharge any lien or other charge, whether superior or inferior to this Deed of Trust, which may be claimed against the Property.

# 2.3 Insurance.

- (a) <u>Coverages Required</u> Borrower will keep the following insurance coverages in effect with respect to the Property
- (1) Insurance against loss by fire, vandalism, malicious mischief and such other nazards as may now or hereafter be embraced by the standard "all risk" or "special form" policy of insurance, in an amount equal at all times to the current replacement value of the improvements then located on the Property. All such insurance coverage shall contain a "replacement cost endorsement", without deduction for depreciation.
- (ii) Flood risk insurance in the maximum amount of insurance coverage available or the full replacement cost of the buildings on the Realty, whichever is less, if the Realty is now or hereafter designated as being located within a special flood hazard area under the Flood Disaster Protection Act of 1973 and if flood insurance is available.

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(iii) Loss of rental value insurance and/or business interruption insurance, as follows: If all or any portion of the Property is rented or leased, loss of rental value insurance in an amount equal to six (6) months' aggregate gross rents from the Property as is so occupied. If all or any portion of the Property is occupied by Borrower, business interruption insurance in an amount equal to six (6) months' net income from such portion of the Property as is so occupied. The amount(s) of such coverage(s) shall be subject to adjustment, from time at Lender's request, to reflect changes in the rental and/or income levels during the term of the Loan.



- (iv) Commercial general public hability insurance against claims for bodily injury, death or property damage occurring on, in or about the Property (including coverage for elevators and escalators, if any, on the Property), with the coverage being in an amount of not less than One Million Dollars (\$1,000,000) combined single-limit hability coverage, or in such greater amount(s) as Lender may reasonably require
- (v) Insurance covering the perils of terrorism and acts of terrorism, to the extent that such insurance is available at commercially reasonable rates as determined by Lender in its sole discretion; provided, however, that insurance shall not be deemed "available at commercially reasonable rates" if the cost thereof exceeds one and one-half (1.5) times the total premiums of the insurance coverages required under paragraphs (a)(1) and (a)(iii) above, excluding terrorism coverage for the Property, on a stand alone basis (the "Premium Cap"). At all times Borrower is required to maintain insurance pursuant to the immediately preceding sentence, Borrower shall maintain the same in the maximum amount obtainable without exceeding the Premium Cap. Notwithstanding the foregoing, however, at no time shall Borrower maintain insurance covering the perils of terrorism and acts of terrorism in an amount less than that then maintained by prudent owners of commercial real estate, even if the maintenance of such insurance would cause the Premium Cap to be exceeded.
- (vi) Boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator and escalator equipment, provided the improvements contain equipment of such nature, and insurance against loss of occupancy or use arising from breakdown of any of such items, in such amounts as Lender may reasonably require.
- (vii) Demolition, increased cost of construction and contingent building laws hability insurance, if and at any time the Property constitutes a legal, non-conforming use under applicable zoning or other governmental laws.
- (viii) Insurance (excluding, however, earthquake insurance) against such similar or other hazards, casualties, liabilities and contingencies, in such forms and amounts, as Lender may from time to time reasonably require.
- Policies. Each insurance policy will be in form and content acceptable to Lender, and will be issued by a company acceptable to Lender, which company shall, among other things, be (i) duly authorized to provide such insurance in the state in which the Property is located, and (ii) rated "A-" or better with a size rating of "V" or larger by A.M. Best Company in its most recent publication of ratings (provided, however, that if A.M. Best Company changes its designations, the basis for its ratings or ceases to provide ratings, Lender shall be entitled to select replacement rangs in the exercise of its reasonable business judgment). Each hazard insurance policy will include a Form 438BFU or equivalent mortgagee endorsement in favor of and in form acceptable to Lender, and which endorsement provides that the policy to which it relates will survive foreclosure of this Deed of Trust. Each hability insurance policy will name Lender as an additional assured. An "agreed amount endorsement" will be included in any policy containing a co-insurance clause, and Borrower agrees that any and all co-insurance clauses and "agreed amount endorsements" must be satisfactory to Lender. If any required property insurance coverage is furnished as part of a "blanket policy," either the blanket policy will include an "agreed value endorsement" or "agreed amount endorsement," or Borrower will furnish to Lender a copy of the insurer's "statement of value" for the Property. All required policies will provide for at least thirty (30) days' written notice to Lender prior to the effective date of any cancellation or material amendment, which term shall include any reduction in the scope or limits of coverage. Borrower shall furnish to Lender (x) the complete original of each required insurance policy, or (y) a certified copy thereof (including all declaration pages, policy forms and endorsements), which shall include an original signature of an authorized officer or agent of the insurer, or (z) an uncertified memorandum copy thereof

(including all declaration pages, policy forms and endorsements), together with an original evidence of insurance or ceruficate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. As security for the Secured Obligations, Borrower hereby assigns to Lender all required insurance policies, together with all monies and proceeds thereof, rights thereto and all unearned premiums returnable upon cancellation (all such assigned items constituting "Property" for purposes of this Deed of Trust).

(c) <u>Payment: Renewals.</u> Borrower shall promptly furnish to Lender all renewal notices relating to insurance policies. Except as the same may otherwise be paid under Article III, Borrower will pay all premiums on insurance policies directly to the carrier. At least thirty (30) days prior to the expiration date of each such policy, Borrower shall furnish to Lender a renewal policy in a form acceptable to Lender, together with evidence that the renewal premium has been paid.

#### (d) Insurance Proceeds.

(i) In the event of any loss, Borrower will give prompt written notice thereof to the insurance carrier and Lender. Borrower hereby grants Lender a power of attorney, which power of attorney is coupled with an interest and is irrevocable, to make proof of loss, to adjust and compromise any claim, to commence, appear in and prosecute, in Lender's or Borrower's name, any action relating to any claim, and to collect and receive insurance proceeds; provided, however, that Lender shall have no obligation to do so. If no event of default has occurred and is continuing, the immediately preceding sentence shall apply except that Lender shall not be entitled to act as Borrower's attorney-in-fact and Borrower shall be entitled to participate jointly with Lender in adjusting and compromising any claim, and appearing in any proceeding.

(ii) Except as may otherwise be required by applicable law, Lender shall apply any insurance proceeds received hereunder first to the payment of the costs and expenses incurred in the collection of the proceeds and shall then apply the balance (the "Net Proceeds"), in its absolute discretion and without regard to the adequacy of its security, to:

(A) The payment of indebtedness secured hereby, whether then due and payable or not. Any such application of proceeds to principal on the Note shall be without the imposition of any prepayment fee otherwise payable under the Note, but shall not extend or postpone the due dates of the installment payments under the Note, or change the amounts thereof; or

(B) The reimbursement of Borrower, under Lender's prescribed disbursement control procedures, for the cost of restoration or repair of the Property. Lender may, at its option condition the reimbursement on Lender's approval of the plans and specifications of the reconstruction, contractor's cost estimates, construction budget and schedule, architects' certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage completion of construction, application of payments and satisfaction of liens as Lender may reasonably require.

(iii) Notwithstanding the provisions of paragraph 2.3(d)(ii) above, Lender agrees that the Net Proceeds from a loss described in this paragraph 2.3(d) will be made available under clause (ii)(B) above to reimburse Borrower for the cost of restoration or repair of the Property, provided that each of the following conditions is satisfied:

(A) No event of default has occurred and is continuing at the time the

(B) The Net Proceeds are less than the indebtedness then secured by this

Deed of Trust;

proceeds are received;

(C) The proceeds are received more than one (1) year prior to the maturity date of the Note, including any acceleration of the maturity date by Lender if the Note gives Lender a right of acceleration;

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- (D) Borrower gives Lender written notice within thirty (30) days after the proceeds are received that it intends to restore or repair the Property and requests that the Net Proceeds be made available therefor, and Borrower thereafter promptly commences the restoration or repair and completes the same with reasonable diligence in accordance with plans and specifications approved by Lender, which approval shall not be unreasonably withheld;
- (E) The Net Proceeds are sufficient, in Lender's reasonable business judgment, to restore or repair the Property substantially to its condition prior to the damage or destruction or, if in Lender's reasonable business judgment they are not, Borrower deposits with Lender funds in an amount equal to the deficiency, which funds Lender may, at its option, require be expended prior to use of the Net Proceeds, and
- (F) Lender receives evidence reasonably satisfactory to Lender that the Property can lawfully be restored or repaired to its condition prior to the damage and destruction and that, upon completion of the restoration or repair, the Property can be operated substantially as it was before and will produce substantially as much income from tenant leases as it did before the damage or destruction.
- (iv) Except to the extent, if any, that insurance proceeds are applied to payment of the Secured Obligations, nothing herein contained shall be deemed to excuse Borrower from restoring, repairing or maintaining the Property as provided in paragraph 2.4, regardless of whether there are insurance proceeds available or whether any such proceeds are sufficient in amount.
- (e) <u>Transfer of Title</u>. If the Property is sold pursuant to Article VIII or if Lender otherwise acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

# 2.4 Preservation and Maintenance of Property: Right of Entry.

- (a) Preservation and Maintenance. Borrower (i) will not commit or suffer any waste or permit any impairment or deterioration of the Property, (ii) will not abandon the Property, (iii) will restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) will keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon. In good condition and repair and shall replace fixtures, equipment, machinery and appliances of the Property when necessary to keep such items in good condition and repair, and (v) will generally operate and maintain the Property in a commercially reasonable manner.
- (b) <u>Alterations.</u> No building or other improvement on the Realty will be structurally altered, removed or demolished, in whole or in part, without Lender's prior written consent, nor will any fixture or chattel covered by this Deed of Trust and adapted to the use and enjoyment of the Property be removed at any time without like consent unless actually replaced by an article of equal suitability, owned by Borrower, free and clear of any lien or security interest except such as may be approved in writing by Lender.
- (c) <u>Right of Entry</u>. Lender is hereby authorized to enter the Property, including the interior of any structures, at reasonable times and after reasonable notice, for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform hereunder.

# 2.5 <u>Hazardous Substances</u>.

(a) No Future Hazardous Substances. Borrower will not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Substance (as defined in this Deed of Trust), except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws, nor shall Borrower cause or permit, as a result of any

intentional or unintentional act or omission on the part of Borrower or any tenant, subtenant or other user or occupier of the Property, a releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any Hazardous Substance onto the Property or any other property or into any waters, except in compliance with all such laws.

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- (b) Notification: Clean Up. Borrower will immediately notify Lender if Borrower becomes aware of (i) any Hazardous Substance problem or hability with respect to the Property, (ii) any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances, or (iii) any lien or action with respect to any of the foregoing. Borrower will, at its sole expense, take all actions as may be necessary or advisable for the clean-up of Hazardous Substances on or with respect to the Property, including without limitation all removal, containment and remedial actions in accordance with all applicable laws and in all events in a manner satisfactory to Lender, and shall further pay or cause to be paid all clean-up, administrative and enforcement costs of governmental agencies with respect to Hazardous Substances on or with respect to the Property if obligated to do so by contract or by law
- (c) <u>Verification</u>. For the purposes of inspecting the Property to ascertain the accuracy of all representations and warranties in this Deed of Trust relating to Hazardous Substances, and the observance of all covenants contained in this paragraph 2.5, (i) Lender is hereby authorized to enter and inspect the Property, including the interior of any structures, at reasonable times and after reasonable notice, and (ii) if and at any time Hazardous Substances are being handled on the Property, Bottower shall furnish Lender with such information and documents as may be reasonably requested by Lender to confirm that such Hazardous Substances are being handled in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws. Botrower shall reimburse Lender upon demand for all costs and expenses, including without limitation attorneys' fees, incurred by Lender in connection with any such entry and inspection and the obtaining of such information and documents.
- 2.6 Parking. If any part of the automobile parking areas included within the Property is taken by condemnation, and before the parking areas are reduced for any other reason, Borrower will take all actions as are necessary to provide parking facilities in kind, size and location to comply with all governmental zoning and other regulations and all leases. Before making any contract for substitute parking facilities, Borrower will furnish to Lender satisfactory assurance of completion thereof free of liens and in conformity with all government zoning and other regulations.
- Use of Property. Borrower will comply with all laws, ordinances, regulations and requirements of any governmental body, and all other covenants, conditions and restrictions, applicable to the Property, and pay all fees and charges in connection therewith. Borrower shall not cause or permit the installation, operation or presence on the Realty of any underground storage tank or system used or to be used for the storage, handling or dispensing of petroleum or any other substance regulated under the Resource Conservation and Recovery Act (42 USC § 6901 et seq.), as now or hereafter amended, or any state or local statute, ordinance, rule, regulation or other law now or hereafter in effect regulating underground storage tanks or systems. Borrower shall not cause or permit all or any of the Realty to be used for a gasoline station, service station or other fueling facility which in whole or in part handles, sells or distributes gasoline, diesel fuel, gasohol or any other substance used in self-propelled motor vehicles. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower will not allow changes in the use for which all or any part of the Property was intended at the time this Deed of Trust was executed. Borrower will not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

#### 2.8 <u>Condemnation</u>.

(a) <u>Proceedings</u>. Borrower will promptly notify Lender of any action or proceeding relating to any condemnation or other taking (including without limitation change of grade), whether direct or indirect, of the Property or part thereof or interest therein, and Borrower will appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower grants Lender a power of attorney, which power of attorney is coupled with an interest and is irrevocable, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any such condemnation or other taking, and to settle or

compromise any claim in connection with such condemnation or other taking; provided, however, that Lender shall have no obligation to do so. All awards, payments, damages, direct, consequential and otherwise, claims, and proceeds thereof, in connection with any such condemnation or other taking, or for conveyances in heu of condemnation, are hereby assigned to Lender (all such assigned items constituting "Property" for purposes of this Deed of Trust); all proceeds of any such awards, payments, damages or claims shall be paid to Lender

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- (b) Application of Proceeds. Lender shall apply any such proceeds in the manner and upon the terms and conditions set forth in paragraph 2.3(d)(ii) relating to the application of insurance proceeds, without regard to the provisions of paragraph 2.3(d)(iii).
- 2.9 Protection of Lender's Security. Borrower will give notice to Lender of and will, at its expense, appear in and defend any action or proceeding that might affect the Property or title thereto or the interests of Lender or Trustee therein or the rights or remedies of Lender or Trustee. If any such action or proceeding is commenced or if Lender or Trustee is made a party to any such action or proceeding by reason of this Deed of Trust, or if Borrower fails to perform any obligation on its part to be performed hereunder, then Lender and/or Trustee, each in its own discretion, may make any appearances, disburse any sums, make any entries upon the Property and take any actions as may be necessary or desirable to protect or enforce the security of this Deed of Trust, to remedy Borrower's failure to perform its obligations (without, however, waiving any default by Borrower) or otherwise to protect Lender's or Trustee's interests. Borrower will pay all losses, damages, fees, costs and expenses, including reasonable attorneys' fees, of Lender and Trustee thus incurred. This paragraph shall not be construed to require Lender or Trustee to incur any expenses, make any appearances or take any actions.
- 2.10 Reimbursement of Lender's and Trustee's Expenses. All amounts disbursed by Lender and Trustee pursuant to paragraph 2.9 or any other provision of this Deed of Trust, with interest thereon, shall be additional indebtedness of Borrower secured by this Deed of Trust. All such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the interest rate in effect on the Note from time to time, or at the maximum rate which may be collected from Borrower on such amounts by the payee thereof under applicable law if that is less.
- Books and Records; Financial Statements. Borrower will keep and maintain at Borrower's address stated above, or such other place as Lender may approve in writing, books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property Such books, records, contracts, leases and other instruments shall be subject to examination, inspection and copying at any reasonable time by Lender. Borrower will furnish to Lender, within twenty (20) days after Lender's request therefor, the following documents, each certified to Lender by Borrower as being true, correct and complete: (a) a copy of all leases and other agreements for the occupancy or use of all or any part of the Property, (b) a rent roll for the Property, showing the name of each tenant, and for each tenant, the state occupied, the number of square feet rented, the lease expiration date, the rent payable, the date through which rent has been paid, the amount of any security deposit and the number and term of any renewal options, (c) a copy of the most recent real and personal property tax statements for the Property, (d) a copy of the most recent statements for the insurance coverages maintained under paragraph 2.3(a) of this Deed of Trust, and (e) a statement of income and expenses of the Property for the most recently ended fiscal year of Borrower. In addition, Borrower and any general partner therein will furnish to Lender, within twenty (20) days after Lender's request therefor, a complete and current financial statement, in reasonable detail and certified as correct by Borrower or such partner; provided, however, that Lender shall not request such financial statements more than two (2) times during any calendar year so long as there is no event of default under this Deed of Trust and no event which would constitute an event of default if not cured within any applicable cure period. Borrower and any general partner therein hereby irrevocably authorize Lender to obtain credit reports on Borrower and any such general partner on one or more occasions during the term of the Loan. Borrower shall reimburse Lender for the costs of any credit report after the occurrence of an event of default under this Deed of Trust or after the occurrence of any event which would constitute an event of default if not cured within any applicable cure period.

## ARTICLE III RESERVES

- Deposits. If required by Lender, Borrower will, at the time of making each installment payment under the Note, deposit with Lender a sum, as estimated by Lender, equal to (a) the rents under any ground lease, (b) the taxes and special assessments next due on the Property, and (c) the premiums that will next become due on insurance policies as may be required under this Deed of Trust, less all sums already deposited therefor, divided by the number of months to elapse before two (2) months prior to the date when such rents, taxes, special assessments and premiums will become delinquent. Lender may require Borrower to deposit with Lender, in advance, such other sums for other taxes, assessments, premiums, charges and impositions in connection with Borrower or the Property as Lender reasonably deems necessary to protect Lender's interests (herein "Other Impositions"). Such sums for Other Impositions shall be deposited in a himp sum or in periodic installments, at Lender's option. If required by Lender, Borrower will promptly deliver to Lender all bills and notices with respect to any rents, taxes, assessments, premiums and Other Impositions. All sums deposited with Lender under this paragraph 3 1 are hereby pledged as security for the Secured Obligations.
- 3.2 Application of Deposits All such deposited sums shall be held by Lender and applied in such order as Lender elects to pay such rents, taxes, assessments, premiums and Other Impositions or, in the event of default hereunder, may be applied in whole or in part, to indebtedness secured hereby. The arrangement provided for in this Article III is solely for the added protection of Lender and, except as may otherwise be required by applicable law, entails no responsibility on Lender's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon any assignment of this Deed of Trust by Lender, any funds on hand shall be turned over to the assignee and any responsibility of Lender with respect thereto shall terminate. Each transfer of the Property shall automatically transfer to the transferee all rights of Borrower with respect to any funds accumulated hereunder. Upon payment in full of the Secured Obligations, Lender shall promptly refund to Borrower the remaining balance of any deposits then held by Lender.
- 3.3 Adjustments to Deposits. If the total deposits held by Lender exceed the amount deemed necessary by Lender to provide for the payment of such rents, taxes, assessments, premiums and Other Impositions as the same fall due, then such excess shall, provided no event of default then exists hereunder, be credited by Lender on the next due installment or installments of such deposits. If at any time the total deposits held by Lender is less than the amount deemed necessary by Lender to provide for the payment thereof as the same fall due, then Borrower will deposit the deficiency with Lender within thirty (30) days after written notice to Borrower stating the amount of the deficiency

## ARTICLE IV RESTRICTIONS ON TRANSFER OR ENCUMBRANCE

#### 4.1 Restrictions on Transfer or Encumbrance of the Property.

- (a) A "Transfer" is: Any sale (by contract or otherwise), encumbrance, conveyance or other transfer of the Property or any part thereof or interest therein; or any change in the ownership of any stock interest in a corporate Borrower, in the ownership of any membership interest or in the manager of a limited liability company Borrower, in the ownership of any general partnership interest in any general or limited partnership Borrower, or in the ownership of any beneficial interest in any other Borrower which is not a natural person or persons (including without limitation a trust); or any change in the ownership of any such stock, membership, general partnership or other beneficial interest in any corporation, limited liability company, partnership, trust or other entity, organization or association directly or indirectly owning an interest in Borrower, or a change in the manager of a limited liability company. A change in the ownership of a limited partnership interest in a limited partnership shall not be deemed a "Transfer."
- (b) In the event of a Transfer without Lender's prior written consent, Lender may, at its sole option, declare the Transfer to constitute an event of default under this Deed of Trust and invoke any remedy or remedies provided for in paragraph 8.1 hereof, or may, at its sole option, consent to such Transfer. Lender may

condition its consent to a Transfer upon the payment of a fee to Lender, or an increase in the rate of interest due under the Note, or the items in paragraph 4.1(f) below, or any combination of the foregoing. None of the foregoing options shall apply, however, in the case of a Transfer under any will, trust or applicable law of descent arising because of the death of an individual, so long as Lender is given prompt notice of the Transfer and the transferee. Lender's consent to a Transfer or its waiver of an event of default by reason of a Transfer shall not constitute a consent or waiver of any right, remedy or power accruing to Lender by reason of any subsequent Transfer.

- (c) Lender will give its written consent to Transfers, of interests in Borrower or of interests in an entity with an ownership interest in Borrower, to the transferor's spouse or lineal descendant or to an estate planning trust whose trustees and beneficiaries are the transferor or the transferor's spouse or lineal descendant (each, a "Permitted Transferee"), if Borrower gives Lender prior written notice of the Transfer accompanied by a \$1,500.00 transfer review fee.
- (d) Notwithstanding any other provision of this Deed of Trust, Transfers of general partnership interests in Baybar Investment Company and Oltmans Investment Company failing within the scope of this paragraph (d) shall be subject to the provisions of this paragraph, rather than the provisions of paragraph (c) above. Transfers falling within the scope of this paragraph (d) are Transfers satisfying both (I) the Transfer Conditions (defined below) and (II) the conditions set forth in subparagraph (i), (ii) or (iii) below, as applicable. As used in this paragraph (d), the term "the Partnership," when used in connection with the change in ownership of a general partnership interest in Baybar Investment Company or Oltmans Investment Company refers to the partnership (Baybar Investment Company or Oltmans Investment Company) in which the change in ownership will occur.
- (i) The Transfer involves the change in ownership of a general partnership interest in Baybar Investment Company or Oltmans Investment Company, which interest is held by a partner who, as of the date of this Deed of Trust, owns less than ten percent (10%) of the total ownership interests in the Partnership, and:
- (A) The transferee is a Permitted Transferee (as defined in paragraph (c) above);
- (B) The Partnership provides written notice of the Transfer to Lender promptly following the Transfer; provided, however, that, if the transferee will hold an interest equal to or greater than ten percent (10%) of the total ownership interests in the Partnership following the Transfer, then the Partnership shall give Lender prior written notice of the Transfer and obtain Lender's written consent to the Transfer prior to consummation thereof; and
- (C) The Partnership's written notice to Lender is accompanied by a transfer review fee of \$1,500.00, if, but only if, Lender's prior written consent is required under subparagraph (B) above.
- (ii) The Transfer involves the change in ownership of a general partnership interest in Baybar Investment Company or Oltmans Investment Company, and:
- (A) The transferee is neither a general partner in the Partnership as of the date of this Deed of Trust nor a Permitted Transferee (as defined in paragraph (c) above);
- (B) The Transfer, combined with all prior Transfers, does not result in more than forty-nine percent (49%) of the total general partnership interests in the Partnership having been transferred under this subparagraph (ii) during the term of the Loan;
- (C) The Partnership provides written notice of the Transfer to Lender promptly following the Transfer; provided, however, that, if the transferee will hold an interest equal to or greater than twenty percent (20%) of the total ownership interests in the Partnership following the Transfer, then the Partnership shall give Lender prior written notice of the Transfer and obtain Lender's written consent to the Transfer prior to consummation thereof; and

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- (D) The Partnership's written nonce to Lender under subparagraph (C) [whether required to be given prior to or promptly following the Transfer] is accompanied by a transfer review fee of \$1.500.00.
- (iii) The Transfer involves the change in ownership of a general partnership interest in Baybar Investment Company or Oltmans Investment Company, and:
  - (A) The Transfer does not fall within subparagraph (i) or (ii) above;
- (B) The transferee is an individual or entity who is a general partner in the Partnership as of the date of this Deed of Trust or is a Permitted Transferee (as defined in paragraph (c) above):
- (C) The Partnership provides written notice of the Transfer to Lender promptly following the Transfer; provided, however, that, if the transferee will hold an interest equal to or greater than twenty percent (20%) of the total ownership interests in the Partnership following the Transfer, then the Partnership shall give Lender prior written notice of the Transfer and obtain Lender's written consent to the Transfer prior to consummation thereof; and
- (D) The Partnership's written notice to Lender is accompanied by a transfer review fee of \$1,500.00, if. but only if, Lender's prior written consent is required under subparagraph (C) above.

On or before April 15<sup>th</sup> of each calendar year during the term of the Loan, Baybar Investment Company and Oltmans Investment Company shall each provide to Lender its certification as to the Transfers of partnership interests under this paragraph (d), if any, during the previous calendar year, including a list of partners and their ownership interests at the beginning and the end of that previous calendar year, and current, certified financial statements of Baybar Investment Company, Oltmans Investment Company and J. O. Oltmans II.

For purposes of this paragraph (d), "Transfer Conditions" means, with respect to a Transfer, that, (I) as of the date of Transfer, there is no event of default under this Deed of Trust and no event which would constitute an event of default if not cured within any applicable cure period, and (II) following the Transfer, J. O. Oltmans II will remain a general partner of Baybar Investment Company or Oltmans Investment Company, as applicable, with managerial control of Baybar Investment Company or Oltmans Investment Company, as applicable, and the Property and will have a minimum net worth of \$11,000,000.00.

Any Transfer of a partnership interest of Baybar Investment Company or Oltmans Investment Company not meeting the conditions set forth in this paragraph (d) or the conditions set forth in paragraph (c) above shall constitute a Transfer without Lender's prior written consent under paragraph 4.1(b)

- (e) Notwithstanding any other provision of this Deed of Trust, Lender will give its written consent to a Transfer of the undivided interest in the Property held by Oltmans Investment Company to a limited liability company, provided that (A) Oltmans Investment Company furnishes Lender with prior written notice of the Transfer, together with the applicable organizational documents and taxpayer identification number for the transferee, and copies of the proposed Transfer documents, and Lender approves all of such documents, (B) all of the outstanding membership interests in the transferee will be owned by the individuals and/or entities who are partners in Oltmans Investment Company immediately before the Transfer, with each such individual and/or entity having the same percentage ownership of the transferee as such person had in Oltmans Investment Company immediately before the Transfer, (C) J. O. Oltmans II will be managing member of the transferee with managenal control of the transferee and the Property and will have a minimum net worth of \$11,000,000.00, and (D) Oltmans Investment Company's written notice to Lender is accompanied by a transfer review fee of \$1,500.00.
- (f) For any Transfer permitted under this Deed of Trust or requested by Borrower, Lender may condition its consent upon. The Property having been and assurances that it shall continue to be well maintained and managed in a manner reasonably satisfactory to Lender; Lender's approval of the Transfer terms, documents and background materials; there being no uncurred event of default under this Deed of Trust; Borrower

furnishing an endorsement to Lender's title insurance policy insuring the continued validity and priority of the lien of this Deed of Trust following the Transfer and such subordination agreements and other documents as may be required by Lender or its title company to issue the endorsement. Unless Lender in its sole discretion otherwise agrees in writing at that time, no Transfer shall release the transferor from any hability under the Loan Documents or the Environmental Indemnity. By accepting a Transfer, the transferee assumes any and all liability of the transferor under the Loan Documents and the Environmental Indemnity to the extent the transferor has personal hability. At Lender's request, the parties shall execute agreements, guaranties and indemnities in form and substance acceptable to Lender. Regardless whether Lender consents to a Transfer request, Borrower agrees to pay all of Lender's out-of-pocket expenses incurred in connection with any Transfer request, including without limitation title fees and attorneys fees and costs, and Lender may condition its willingness to consider a Transfer request upon a deposit to pay for Lender's expenses.

- 4.2 <u>Loan Assumption Provision</u>. Notwithstanding any provision of this Deed of Trust to the contrary, Lender will consent to <u>one</u> sale of the Property and assumption by the purchaser of the indebtedness secured hereby, provided that:
- (a) At the time of the assumption, there is no event of default under this Deed of Trust and no event which would constitute an event of default if not cured within any applicable cure period; and
- (b) The purchaser of the Property, the financial statements, financial strength, tax returns and credit history of the purchaser, the sale agreement and related documents, and all aspects of the sale are satisfactory to Lender; and
- (c) The purchaser evidences a history of property management satisfactory to Lender or contracts for management of the Property with a property management firm satisfactory to Lender; and
- (d) If the unpaid balance of the Loan at the time of the assumption exceeds seventy-five percent (75%) of the sale price of the Property, a prepayment of the Loan shall, if required by Lender, be made at the time of the assumption in the amount of the excess; and
- (e) Lender is paid at the time of the assumption an assumption fee equal to one percent (1%) of the then outstanding Loan balance or \$5,000.00, whichever is greater, plus Lender's legal and administrative expenses, if any, incurred in connection with such sale and assumption; and
  - (f) Borrower furnishes Lender, at Borrower's expense, with the following:
- (i) An endorsement to Lender's title insurance policy, in form and content satisfactory to Lender, insuring the continued validity, enforceability and priority of this Deed of Trust following the sale and assumption; and
- (ii) Such subordination agreements and other documents, in form and content satisfactory to Lender and the title company, as may be required by the title company in order to issue the endorsement; and
- (g) At the time of the assumption. Lender may, in its sole discretion, require the commutation or the establishment, as the case may be, of a reserve account under Article III of this Deed of Trust; and
- (h) Unless Lender in its sole discretion otherwise agrees in writing at that time, no such sale or assumption shall release Borrower or any guarantor or other person from hability with respect to the Loan, or otherwise affect the hability of Borrower or any such guarantor or other person with respect thereto.

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## ARTICLE V UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

- 5.1 <u>Grant to Lender.</u> This Deed of Trust constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:
- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Deed of Trust, and
- (b) Any and all other property now or hereafter described on any Uniform Commercial Code Financing Statement naming Borrower as Debtor and Lender as Secured Party and affecting property in any way connected with the use and enjoyment of the Property (any and all such other property constituting "Property" for purposes of this Deed of Trust);

and Borrower hereby grants Lender a security interest in all property described in clauses (a) and (b) above as security for the Secured Obligations. Borrower and Lender agree, however, that neither the foregoing grant of a security interest nor the filling of any such financing statement shall ever be construed as in any way derogating from the parties' stated intention that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Deed of Trust is and at all times shall be regarded for all purposes as part of the real property.

- Lender's Rights and Remedies. With respect to Property subject to the foregoing security interest, Lender has all of the rights and remedies (i) of a secured party under the Uniform Commercial Code, (ii) provided herein, including without limitation the right to cause such Property to be sold by Trustee under the power of sale granted by this Deed of Trust, and (iii) provided by law. In exercising its remedies, Lender may proceed against the items of real property and any items of personal property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies. Upon demand by Lender following an event of default hereunder, Borrower will assemble any items of personal property and make them available to Lender at the Property, a place which is hereby deemed to be reasonably convenient to both parties. Lender shall give Borrower at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time of or after which any private sale or any other intended disposition is to be made. Any person permitted by law to purchase at any such sale may do so. Such Property may be sold at any one or more public or private sales as permitted by applicable law. All expenses incurred in realizing on such Property shall be borne by Borrower.
- 5.3 <u>Fixture Filing.</u> This Deed of Trust covers goods which are or are to become fixtures on the Realty, and this Deed of Trust constitutes and is filed as a "fixture filing" (as that term is defined in the California Uniform Commercial Code) upon such of the Property which is or may become fixtures. Borrower has an interest of record in the Realty
- 5.4 <u>Lender Authorization to File Financing Statement: Borrower Cooperation.</u> Borrower hereby authorizes Lender to file one or more Uniform Commercial Code Financing Statements with respect to the Property. Borrower covenants and agrees that it will promptly furnish to Lender, upon Lender's request, such information as may be required in order for Lender to do so.

# ARTICLE VI ASSIGNMENT OF RENTS AND LEASES: LEASES OF PROPERTY: APPOINTMENT OF RECEIVER: LENDER IN POSSESSION

Assignment of Rents and Leases. As security for the Secured Obligations, Borrower hereby assigns and transfers to Lender all right, title and interest of Borrower in and to (a) any and all present and future leases and other agreements for the occupancy or use of all or any part of the Property, and any and all extensions, renewals and replacements thereof (collectively "Leases"), including without limitation the leases, if any, described on Exhibit B attached, (b) all cash or security deposits, advance rentals and deposits or payments of similar nature

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under the Leases, (c) any and all guaranties of tenants' or occupants' performances under any and all Leases, and (d) all rents, issues, profits and revenues (collectively "Rents") now due or which may become due or to which Borrower may now or shall hereafter become entitled or may demand or claim (including Rents coming due during any redemption period), arising or issuing from or out of any and all Leases, including without limitation minimum, additional, percentage and deficiency rents and liquidated damages.

- Collection of Rents Prior to written notice given by Lender to Borrower of an event of default nereunder, Borrower shall collect and receive all Rents of the Property as trustee for the benefit of Lender and Borrower, and apply the Rents so collected first to the payment of taxes, assessments and other charges on the Property prior to definquency, second to the cost of insurance, maintenance and repairs required by the terms of this Deed of Trust, third to the costs of aischarging any obligation or liability of Borrower under the Leases, and fourth to the indebtedness secured hereby, with the balance, if any, so long as no such event of default has occurred, to the account of Borrower. Upon delivery of written notice by Lender to Borrower of an event of default hereunder and stating that Lender exercises its rights to the Rents, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver. Lender shall immediately be entitled to possession of all Rents from the Property as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be heid by Borrower as trustee for the benefit of Lender only Upon delivery of such written notice by Lender, Lender may make written demand upon all or some of the tenants and occupants of the Property to pay all Rents to Lender, and Borrower hereby agrees that each such tenant and occupant shall have no liability to inquire further as to the existence of a default by Borrower. Upon written demand by Lender, Borrower hereby agrees to direct each tenant or occupant of the Property to pay all Rents to Lender. Payments made to Lender by tenants or occupants shall, as to such tenants and occupants, be in discharge of the payors' obligations to Borrower. Lender may exercise, in Lender's or Borrower's name, all rights and remedies available to Borrower with respect to collection of Rents. Nothing herein contained shall be construed as obligating Lender to perform any of Borrower's obligations under any of the Leases.
- Borrower's Representanons and Warrantes. Borrower represents and warrants to Lender that Borrower has not executed and will not execute any other assignment of said Leases or Rents, that Borrower has not performed and will not perform any acts and has not executed and will not execute any instrument which would prevent Lender from exercising its rights under this Article VI, and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the Rents of the Property for more than two (2) months prior to the due dates thereof. Borrower further represents and warrants to Lender that all existing Leases are in good standing and there is no default thereunder, whether by Borrower or lessee, nor to Borrower's knowledge any event or condition which, with notice or the passage of time or both, would be a default thereunder
- Leases of the Property. Borrower will comply with and observe Borrower's obligations as landlord under all Leases and will do all that is necessary to preserve all Leases in force and free from any right of counterclaim, defense or setoff. Without Lender's written consent, Borrower will not collect or accept payment of any Rents of the Property more than two (2) months prior to the due dates thereof. will not enter into, execute, modify or extend any Lease now existing or hereafter made providing for a term (assuming that all renewal options, if any, are exercised) of more than five (5) years unless the area demised by the Lease is less than twenty-five percent (25%) of the net rentable area of the building(s) at the Property. Without Lender's written consent, Borrower will not surrender or terminate any Lease now existing or hereafter made providing a term (assuming that all renewal options, if any, are exercised) of more than five (5) years nor will Borrower surrender or terminate in any single twelve-month period Leases demising more than twenty-five percent (25%) of the aggregate total net rentable area. Each Lease of the Property will be subordinate to the hen of this Deed of Trust, unless Lender elects that the Lease shall be superior to this Deed of Trust, and each tenant snall execute an appropriate subordination or attornment agreement as may be required by Lender. To the extent required by Lender, each tenant shall execute an estoppel certificate and acknowledge receipt of a notice of the assignment to Lender of its Lease, all satisfactory in form and content to Lender. Without Lender's written consent, Borrower will not request or consent to the subordination of any Lease to any lien subordinate to this Deed of Trust.

- Lender in Possession: Appointment of Receiver In any event of default hereunder, Lender may, in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof in the same manner and to the same extent as Borrower could do the same, including without limitation the execution, enforcement, cancellation and modification of Leases, the collection of all Rents of the Property, the removal and eviction of tenants and other occupants, the making of alterations and repairs to the Property, and the execution and termination of contracts providing for management or maintenance of the Property. all on such terms as are deemed best by Lender to protect the security of this Deed of Trust. From and after the occurrence of any such event of default, if any owner of the Property shall occupy the Property or part thereof such owner shall pay to Lender in advance on the first day of each month a reasonable rental for the space so occupied, and upon failure so to do Lender shall be entitled to remove such owner from the Property by any appropriate action or proceedings. Following an event of default hereunder, Lender shall be entitled (without notice and regardless of the adequacy of Lendor's security) to the appointment of a receiver, Bottower hereby consenting to the appointment of such receiver, and the receiver shall have, in addition to all the rights and powers customarily given to and exercised by such receivers, all the rights and powers granted to Lender in this Article VI. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.
- Application of Rents All Rents collected subsequent to delivery of written nonce by Lender to Borrower of an event of default hereunder shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneys' fees, receivers fees, premiums on receiver's bonds, costs of maintenance and repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or hability of Borrower under the Leases, and then to the indebtedness secured hereby. Lender or the receiver shall be hable to account only for those Rents actually received. Lender shall not be hable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article VI.
- 6.7 <u>Deficiencies</u>. To the extent, if any, that the costs of taking control of and managing the Property, collecting the Rents, and discharging obligations and liabilities of Borrower under the Leases, exceed the Rents of the Property, the excess sums expended for such purposes shall be indebtedness secured by this Deed of Trust. Such excess sums shall be payable upon demand by Lender and shall bear interest from the date of disbursement at the default rate of interest stated in the Note, or the maximum rate which may be collected from Borrower therefor under applicable law if that is less.
- 6.8 <u>Lender Not Mortgagee in Possession.</u> Nothing herein shall constitute Lender a "mortgagee in possession" prior to its actual entry upon and taking possession of the Property. Entry upon and taking possession by a receiver shall not constitute possession by Lender.
- Enforcement. Lender may enforce this assignment without first resorting to or exhausting any security or collateral for the indebtedness. As used in this Article VI, the word "lease" shall mean "sublease" if this Deed of Trust is on a leasehold. This assignment shall terminate at such time as this Deed of Trust ceases to secure payment of indebtedness held by Lender.

## ARTICLE VII EVENTS OF DEFAULT

- 7 1 Events of Default. The occurrence of any one or more of the following shall constitute an event of default hereunder:
- (a) Borrower's failure to make any payment when due under the Note, this Deed of Trust or any of the other Loan Documents, followed by Borrower's failure to make such payment within ten (10) days after written notice thereof given to Borrower by Lender, provided, however, that Lender shall not be obligated to give Borrower written notice prior to exercising its remedies with respect to such default if Lender had previously given Borrower during that calendar year a notice of default for failure to make a payment of similar type.

- Borrower's failure to perform any other covenant, agreement or obligation under the Note. this Deed of Trust or any of the other Loan Documents, followed by Borrower's failure to cure such default within thirty (30) days after written notice thereof given to Borrower by Lender (or if such cure cannot be completed within such thirty (30) day period through the exercise of diligence, the failure by Bottower to commence the required cure within such thirty (30) day period and thereafter to continue the cure with diligence and to complete the cure within nmery (90) days following Lender's notice of default).
- Borrower or any trustee of Borrower files a pention in bankruptcy or for an arrangement. reorganization or any other form of debtor relief; or such a petition is filed against Borrower or any trustee of Borrower and the petition is not dismissed within forty-five (45) days after filing.
- A decree or order is entered for the appointment of a trustee, receiver or liquidator for Borrower or Borrower's property, and such decree or order is not vacated within forty-five (45) days after the date of entry
- Borrower commences any proceeding for dissolution or liquidation; or any such proceeding is commenced against Borrower and the proceeding is not dismissed within forty-five (45) days after the date of commencement.
- Borrower makes an assignment for the benefit of its creditors, or admits in writing its (f) inability to pay its debts generally as they become due.
- There is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten (10) days.
- Any representation or disclosure made to Lender by Borrower or any guarantor in connection herewith proves to be materially false or misleading when made, whether or not that representation or disclosure is contained in the Loan Documents.
- Form of Notice. At Lender's option, any written notice of default required to be given to Borrower under paragraph 7 1 may be given in the form of a statutory notice of default under the laws of the State of California relating to non-judicial foreclosures of deeds of trust.

#### ARTICLE VIII REMEDIES

- Acceleration Upon Default: Additional Remedies. In the event of default hereunder, Lender may. at its option and without notice to or demand upon Borrower, take any one or more of the following actions
- Deciare any or all indebtedness secured by this Deed of Trust to be due and payable (a) immediately.
- Bring a court action to enforce the provisions of this Deed of Trust or any of the indebtedness or obligations secured by this Deed of Trust.
  - (c) Bring a court action to foreclose this Deed of Trust.
- Cause any or all of the Property to be sold under the power of sale granted by this Deed (d) of Trust in any manner permitted by applicable law
- Exercise any or all of the rights and remedies provided for under this Deed of Trust and the other Loan Documents.
  - (f) Exercise any other right or remedy available under law or in equity.

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- Exercise of Power of Sale. For any sale under the power of sale granted by this Deed of Trust, Lender or Trustee shall record and give all nonces required by law and then, upon the expiration of such time as is required by law, Trustee may sell the Property upon any terms and conditions specified by Lender and permitted by applicable law. Trustee may postpone any sale by public announcement at the time and place noticed for the sale. If the Property includes several lots or parcels, Lender in its discretion may designate their order of sale or may elect to sell all of them as an entirety. The Property, real, personal and mixed, may be sold in one parcel. To the extent any of the Property sold by Trustee is personal property, Trustee shall be acting as the agent of Lender in selling such Property. Any person permitted by law to do so may purchase at any sale. Upon any sale, Trustee will execute and deliver to the purchaser or purchasers a deed or deeds conveying the Property sold, but without any covenant or warranty, express or implied, and the recitals in the Trustee's deed showing that the sale was conducted in compliance with all the requirements of law shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
- 8.3 Application of Sale Proceeds. The proceeds of any sale under this Deed of Trust will be applied in the following manner:

FIRST: Payment of the costs and expenses of the sale, including without limitation Trustee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, habilities and advances of Trustee, together with interest on all advances made by Trustee from date of disbursement at the applicable interest rate under the Note from time to time or at the maximum rate permitted to be charged by Trustee under the applicable law if that is less.

SECOND: Payment of all sums expended by Lender under the terms of this Deed of Trust and not yet repaid, together with interest on such sums from date of disbursement at the applicable interest rate under the Note from time to time or the maximum rate permitted by applicable law if that is less.

THIRD: Payment of all other indebtedness secured by this Deed of Trust in any order that Lender chooses.

FOURTH: The remainder, if any, to the person or persons legally entitled to it.

- Waiver of Order of Sale and Marshalling. Lender shall have the right to determine the order in which any and all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any remedies provided herein. Borrower, any person who consents to this Deed of Trust and any person who now or hereafter acquires a security interest in the Property hereby waives, to the extent permitted by law, any and all right to require marshalling of assets in connection with the exercise of any of the remedies provided herein or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust.
- Non-Waiver of Defaults. The entering upon and taking possession of the Property, the collection of Rents or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as herein provided, shall not cure or waive any default or nonce of default hereunder or invalidate any act done pursuant to such nonce.
- Expenses During Redemption Period. If this Deed of Trust is foreclosed through court action and the Property sold at a foreclosure sale, the purchaser may during any redemption period allowed, make such repairs or alterations on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the default rate of interest stated in the Note or the highest lawful rate if that is less shall be added to and become a part of the amount required to be paid for redemption from such sale.
- 8.7 <u>Foreclosure Subject to Tenancies</u> Lender shall have the right at its option to foreclose this Deed of Trust subject to the rights of any tenant or tenants of the Property.



- 8.8 Evasion of Prepayment Terms. If an event of default hereunder has occurred and is continuing, a tender of payment of the indebtedness secured hereby at any time prior to or at a judicial or nonjudicial foreclosure sale of the Property by Borrower or anyone on behalf of Borrower shall constitute an evasion of the prepayment terms of the Note and shall constitute voluntary prepayment thereunder and any such tender shall to the extent permitted by law include the additional payment required under the prepayment privilege, if any, contained in the Note or, if at that time there is no prepayment privilege, then such payment shall to the extent permitted by law include an additional payment of five percent (5%) of the then principal Loan balance.
- Remedies Cumulative To the extent permitted by law, every right and remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity or any other agreement between Lender and Borrower, and may be exercised concurrently, independently or successively, in any order whatsoever. Lender may exercise any of its rights and remedies at its option without regard to the adequacy of its security.
- 8.10 <u>Lender's and Trustee's Expenses</u>. Borrower will pay all of Lender's and Trustee's expenses incurred in any efforts to enforce any terms of this Deed of Trust, whether or not any suit is filed, including without limitation legal fees and disbursements, foreclosure costs and title charges. All such sums, with interest thereon shall be additional indebtedness of Borrower secured by this Deed of Trust. Such sums shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate of interest stated in the Note, or the maximum rate which may be collected from Borrower under applicable law if that is less.

## ARTICLE IX GENERAL

- Application of Payments. Except as applicable law or this Deed of Trust may otherwise provide, all payments received by Lender under the Note or this Deed of Trust shall be applied by Lender in the following order of priority: (a) Lender's and Trustee's expenses incurred in any efforts to enforce any terms of this Deed of Trust, (b) amounts payable to Lender by Borrower under Article III for reserves; (c) interest and late charges payable on the Note, (d) principal of the Note; (e) interest payable on advances made to protect the security of this Deed of Trust; (f) principal of such advances; and (g) any other sums secured by this Deed of Trust in such order as Lender, at its option, may determine, provided, however, that Lender may, at its option, apply any such payments received to interest on and principal of advances made to protect the security of this Deed of Trust prior to applying such payments to interest on or principal of the Note.
- 9.2 Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Property.
- 9 3 Successor Trustee Lender may remove Trustee or any successor Trustee at any time or times and appoint a successor Trustee by recording a written substitution in the county where the Property is located, or in any other manner permitted by law. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 9.4 <u>Lender's Powers.</u> Without affecting the liability of any person for payment or performance of the Secured Obligations, or any of Lender's rights or remedies, or the priority of this Deed of Trust, Lender, at its option, may extend the time for payment of the indebtedness secured hereby or any part thereof, reduce payment thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the indebtedness, release the lien of this Deed of Trust on any part of the Property, take or release other or additional security, release or reconvey or cause to be released or reconveyed all or any part of the Property, or consent and/or cause Trustee to consent to the making of any map or plat of the Property, consent or cause Trustee to consent to the granting of any easement or creating any restriction on the Property, or join or cause Trustee to join

in any subordination or other agreement affecting this Deed of Trust or the lien or charge hereof. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorneys fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

- 9.5 <u>Subrogation</u>. Lender shall be subrogated for further security to the lien, although released of record, of any and all encumbrances discharged, in whole or in part, by the proceeds of the Loan or any other indebtedness secured hereby.
- Limitation on Interest and Charges. Interest, fees and charges collected or to be collected in connection with the indebtedness secured hereby shall not exceed the maximum, if any, permitted by any applicable law. If any such law is interpreted so that said interest, fees and/or charges would exceed any such maximum and Borrower is entitled to the benefit of such law, then: (a) such interest, fees and/or charges shall be reduced by the amount necessary to reduce the same to the permitted maximum; and (b) any sums already paid to Lender which exceeded the permitted maximum will be refunded. Lender may choose to make the refund either by treating the payments, to the extent of the excess, as prepayments of principal or by making a direct payment to the person(s) entitled thereto. No prepayment premium shall be assessed on prepayments under this paragraph. The provisions of this paragraph shall control over any inconsistent provision of this Deed of Trust or the Note or any other Loan Documents.
- 9.7 Additional Documents: Power of Attorney. Borrower, from time to time, will execute acknowledge and deliver to Lender upon request, and hereby grants Lender a power of attorney, which power of attorney is coupled with an interest and is irrevocable, to execute, acknowledge, deliver and if appropriate file and record, such security agreements, assignments for security purposes, assignments absolute, financing statements, affidavits, certificates and other documents, in form and substance satisfactory to Lender, as Lender may request in order to perfect, preserve, continue, extend or maintain the assignments herein contained, the lien and security interest under this Deed of Trust, and the priority thereof. Borrower will pay to Lender upon request therefor all costs and expenses incurred in connection with the preparation, execution, recording and filing of any such document.
- 9.8 Warver of Statute of Limitations. To the full extent Borrower may do so, Borrower hereby warves the right to assert any statute of limitations as a defense to the enforcement of the hen of this Deed of Trust or to any action brought to enforce the Note or any other obligation secured by this Deed of Trust.
- 9.9 Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy, and no waiver by Lender of any particular default by Borrower shall constitute a waiver of any other default or of any similar default in the future. Without limiting the generality of the foregoing, the acceptance by Lender of payment of any sum secured by this Deed of Trust after the due date thereof shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 2.3 and 2.8 hereof operate to cure or waive Borrower's default in payment of sums secured by this Deed of Trust.
- 9 10 <u>Modifications and Waivers</u>. This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.
- 9.11 Notice. Except as applicable law may otherwise require, all notices and other communications shall be in writing and shall be deemed given when delivered by personal service or when mailed, by certified or registered mail, postage prepaid, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such purposes by delivering or mailing to the other parties hereto as aforesaid a notice of such change.

- Governing Law; Severability; Captions. This Deed of Trust shall be governed by the laws of the State of California. If any provision or clause of this Deed of Trust conflicts with applicable law, such conflicts shall not affect other provisions or clauses hereof which can be given effect without the conflicting provision, and to this end the provisions hereof are declared to be severable. The captions and headings of the paragraphs and articles of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof
- Definitions As used herein: the term "Borrower" means the Borrower herein named, together 9.13 with any subsequent owner of the Property or any part thereof or interest therein; the term "Trustee" means the Trustee herein named, together with any successor Trustee; and the term "Lender" means the Lender herein named. together with any subsequent owner or holder of the Note or any interest therein, including pledgees, assignees and participants
- Successors and Assigns: Joint and Several Liability; Agents. This Deed of Trust shall bind and inure to the benefit of the parties hereto and their respective heirs, devisees, legatees, administrators, executors, successors and assigns, subject to the provisions of Article IV hereof. Each person executing this Deed of Trust as Borrower shall be jointly and severally hable for all obligations of Borrower hereunder. In exercising any rights hereunder or taking actions provided for herein, Lender and Trustee may act through their respective employees, agents or independent contractors as authorized by Lender and Trustee.
- Number: Gender. This Deed of Trust shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
  - 9.16 Time. Time is of the essence in connection with all obligations of Borrower herein.
- Request for Nonce. Borrower hereby requests that a copy of any nonce of default and nonce of sale hereunder of mailed to it at its address set forth at the beginning of this Deed of Trust.
- Statement of Obligation. Lender may collect a fee not to exceed the maximum allowed by applicable law for furnishing the statement of obligation as provided in Section 2943 of the Civil Code of California.
- Spouse's Separate Property. Any Borrower who is a married person expressly agrees that recourse may be had against his or her separate property, community property and quasi-community property
- Waiver of Parution Rights. During the term of the Loan, each Borrower hereby waives all rights to maintain an action for partition with respect to its undivided interest in the Property and to compel any sale of the Property.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the day and year first above written.

#### BORROWER:

BAYBAR INVESTMENT COMPANY, a California general parmership

Basil C. Johnson, as Trustee of the Johnson Family

Trust dated September 3, 1992, general partner

OLTMANS INVESTMENT COMPANY, a California limited partnership

By:

Basil C. Johnson, as Trustee of the Johnson Family Thust dated September 3, 1992, general partner

Br. O. Oltmans II, general partner

For all individuals and entities STATE OF CALIFORNIA

COUNTY OF LOS Angeles ) ss

On September 2, 2003, before me. Only (are understanding personally appeared BASIL C. JOHNSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or the entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature of Notary

CONNIE J. CAREY
COMM. # 1376423
\*\*\*OTARY PUBLIC \*\* CALIFORNIA R
LOS ANGELES COUNTY 7
Comm. Exp. SEPT. 24, 2008

For all individuals and entities  STATE OF CALIFORNIA ) ss  COUNTY OF A Argeles  On September 2, 2003, before me, personally appeared J. O. OLTMANS II. personally know evidence) to be the person whose name is subscribed to the executed the same in his authorized capacity(ies), and that	wn to me (or proved to me on the basis of the within instrument and acknowledged to by his signature on the instrument the	to me that h
witness upon behalf of which the person acted, executed the witness my hand and official seal.  Signature of Notary	(Seal)  CONNIE J.  COMM. # 11  HOTARY PUBLIC & CONTIN. Exp. SEF	376423 E CALIFORNIA R COUNTY T

## 25

### EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

#### PARCEL 1:

PARCELS 1 AND 2, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 2457 FILED IN BOOK 36 PAGE 23 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL 2:

THAT PORTION OF THE 238 ACRE TRACT OF LAND KNOWN AS THE COLIMA TRACT, RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOSE SANCHEZ COLIMA AND NICHOLAS S. COLIMA BY DECREE OF PARTITION ENTERED IN CASE NO. 2542 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID COUNTY, INCLUDING WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE NORTHWESTERLY BOUNDARY OF THE LAND DESCRIBED AS PARCEL NO. 1 IN THE DEED TO SOTEIN COMPANY, RECORDED ON JANUARY 5, 1956 IN BOOK 49964 PAGE 184, OFFICIAL RECORDS, AS INSTRUMENT NO. 1621 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DISTANT NORTH 39° 02' 28" EAST, ALONG SAID NORTHWESTERLY BOUNDARY, 325.08 FEET FROM THE NORTHEASTERLY LINE OF THE LAND SHOWN AS PARCEL 6 ON MAP FILED IN BOOK 50 PAGE 17 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 50° 01' 53" WEST, ALONG A LINE PARALLEL WITH SAID NORTHEASTERLY LINE 274.50 FEET; THENCE NORTH 39° 02' 28" EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY BOUNDARY, 441.32 FEET TO A POINT IN THAT CERTAIN CURVE CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 1000 FEET IN THE CENTER LINE OF THAT PORTION OF SORENSEN AVENUE, 80 FEET WIDE, DESCRIBED IN THE EASEMENT DEED TO THE CITY OF SANTA FE SPRINGS, RECORDED ON JANUARY 16, 1963 IN BOOK D-1887 PAGE 799 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 3776; THENCE SOUTHEASTERLY ALONG SAID CURVE (FROM A TANGENT BEARING SOUTH 21° 36' 24.5" EAST, THROUGH A CENTRAL ANGLE OF 16° 53' 41.5") AN ARC DISTANCE OF 294.87 FEET TO A POINT IN SAID NORTHEASTERLY BOUNDARY; THENCE SOUTH 39° 02' 28" WEST, ALONG SAID NORTHWESTERLY BOUNDARY, 340.93 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM SAID LAND ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS EXCEPTED IN THE DEED FROM JOHN B. RAUEN, ET UX., RECORDED OCTOBER 9, 1959 IN BOOK D-529 PAGE 81, OFFICIAL RECORDS WHICH DEED CONTAINED THE FOLLOWING RECITAL:

26

"IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE GRANTOR HEREIN SHALL HAVE NO RIGHT OF SURFACE ENTRY UPON OR THROUGH THE HEREINABOVE DESCRIBED PARCEL OF LAND EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE THEREOF, FOR THE EXTRACTION, DEVELOPMENT, OR PRODUCTION OF ANY OF THE OILS, GASES AND OTHER HYDROCARBON SUBSTANCES WHICH SAID GRANTOR HAS TITLE THERETO".

ALSO EXCEPT THE TITLE AND EXCLUSIVE RIGHTS TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER BENEATH THE SURFACE OF SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM. TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHTS OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, AND OTHER USE THEREOF, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, DIGGING, BORING OR SINKING OF WELLS, SHAFTS OR TUNNELS TO OTHER LANDS, BUT WITHOUT THE RIGHT TO USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, NOR TO DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENT THEREON OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND OR ANY IMPROVEMENTS THEREON, AND NO OPERATION SHALL BE CONDUCTED WITHIN 500 FEET OF THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A DELAWARE CORPORATION, RECORDED SEPTEMBER 13, 1966 AS INSTRUMENT NO. 706.

Assessor's Parcel Number:

8168-007-030

#### EXHIBIT B

TO

#### DEED OF TRUST

Lassee	Date of Lease	Street Address	
Menasha Packaging Company LLC	02/07/95	9101 Sorensen Avenue	
Oak Tree Furniture, Inc.	12/20/95	9103 Sorensen Avenue	

Exhibit C

December 10, 1984



Mr. Randy Mott
Breed, Abbott & Morgan
International Square
1875 Eye Street, N.W.
Washington, D.C. 20006

Subject: Underground Tank Closure

Peterson/Puritan, Inc., Santa Fe Springs,

California

Dear Mr. Mott:

Aqua Terra Technologies is pleased to offer this proposal to provide environmental consulting services. The proposed scope of work presented herein is based on discussions with Mr. Peter Roncetti of CPC International, parent company of Peterson/Puritan, Inc., and our inspection of the Santa Fe Springs facilities on December 4, 1984. The objective of the scope of work is to assist Peterson/Puritan with the closure of 11 underground tanks at facilities in Santa Fe Springs, California. A site map showing the subject tanks is presented in Attachment I.

#### PROPOSED SCOPE OF WORK

In order to define the scope of work presented in this proposal, Aqua Terra has received the following information from Mr. Thomas Donaldson of Peterson/Puritan:

- Copies of Hazardous Substance Storage Statements prepared for the California Water Resources Control Board (SWRCB) as required by State Assembly Bill 2013 (Cortese). These statements describe the tanks and their contents.
- Facilities engineering drawings showing the locations of the ll underground tanks.
- Results of pressure tests performed by a testing contractor to determine (the) if the tanks and associated piping leaked.
- O Inventory of the historical contents of the ll underground tanks.

In defining the scope of work, Aqua Terra reviewed the Los Angeles County requirements for the closure of underground



tanks. This review included discussions with staff of the County Engineer's Office and the South Coast Air Quality District (SCAQMD). In addition, we have obtained preliminary cost estimates for two alternative methods of closing the tanks. The two alternatives are 1) removing the tanks, and 2) filling the tanks with grout and leaving them in place. Neither CPC International nor Peterson/Puritan were identified during discussions with County and SCAQMD staff or with contractors.

Our construction cost estimates for closing the tanks indicate that it is more cost effective to remove the tanks which are accessible for excavation, and to leave those tanks in place which are inaccessible due to the proximity of above ground tanks and other structures. The cost advantage associated with tank removal results from the volume of grout required to fill the tanks (tank volumes are between 6,000 and 7,000 gallons each) and from economies gained during excavation by the close proximity of the tanks to each other. On this basis, we propose that Tanks 1 through 3, which are located beneath existing above ground tanks, be grouted in place, and that Tanks 4 through 11 be removed.

The Los Angeles County guidelines require that soil samples for chemical analysis be collected within approximately 30 feet of the bottoms of those tanks which will be closed in place. The guidelines do not require test borings prior to removing a tank, but do require that soil samples be collected from excavations during tank removal to determine if prior leakage has occurred.

If contamination from prior leakage is encountered during the removal of an underground tank, emergency measures will be required by the SCAQMD to control vapor emissions from the open excavation. Vapor control measures can add substantial costs to tank removal. Therefore, we propose a preliminary investigation be conducted, before excavating the tanks, to determine if significant prior leakage has occurred from Tanks 4 through 11. The preliminary investigation would consist of obtaining soil samples from five shallow test borings placed near the tanks.

The following specific tasks are proposed for closing the ll underground tanks at the Peterson/Puritan facilities in Santa Fe Springs, California. Tasks 6 through 8 are presented under the assumption that no significant soil contamination will be detected during preceding tasks.



#### Task 1 - Meet with Local and State Agencies

It is anticipated that Aqua Terra will arrange and attend one meeting with representatives of CPC International, staff of the California Department of Health Services (DHS) and the Los Angeles Regional Water Quality Control Board (RWQCB), representatives of the local fire department, and personnel from the Los Angeles County Engineer's Office. This meeting be held to discuss the proposed work and to confirm compliance with applicable regulations.

#### Task 2 - Install Test Borings

Test borings will be drilled for purposes of evaluating prior leakage of materials from the underground tanks. A total of eight borings will be drilled within the Peterson/Puritan yard at the approximate locations shown on Attachment I. The exact locations of the borings will be determined by the Aqua Terra project engineer.

Three borings near Tanks 1 through 3 will be drilled to a depth of 40 feet as required by the County guidelines. The County guidelines require these borings to be placed at a slant to allow collection of soil samples from beneath the tanks. Five vertical borings will be placed to a depth of 15 feet for Tanks 4 through 11. The borings will be placed using eight-inch diameter hollow stem auger equipment. It will be the responsibility of Peterson/Puritan to assist Aqua Terra in locating underground utilities in areas where drilling will occur before the borings are installed.

The test borings will be drilled under the supervision of our engineering geologist. Our engineering geologist will obtain undisturbed samples of the soils encountered and prepare detailed logs of each boring.

Soil samples will be obtained at the surface, at about five foot intervals in the upper 15 to 20 feet, and at about 10 foot intervals thereafter. The soil samples will be collected in 2.5 inch diameter brass liners using a Modified California Drive Sampler. Samples will be retained in the brass liners and capped, with Teflon sheeting placed between the caps and the soil sample.

The soil sampler, soil sample tubes, and boring augers will



be steamed cleaned prior to their initial use. In addition, the sampler and augers will be steam cleaned between each subsequent use to reduce the likelihood of cross contamination between samples and/or test borings.

Soil cuttings will be retained at the site near the borings, and will be covered with plastic sheeting. The cuttings will remain on-site until soil sample analytical data has been reviewed. If the soil cuttings are not contaminated, they will be disposed of in tank excavations. However, if the cuttings are contaminated, they may require disposal at a Class I disposal facility. If necessary, Aqua Terra will coordinate the transportation and the disposal of the soil cuttings. Peterson/Puritan will be responsible for signing appropriate waste manifests and for contracting with the waste hauler and disposal facility, as required.

Upon completion of drilling, the 40 foot test borings will be backfilled with a cement/bentonite grout. The upper six inches of the boring will be patched with concrete and finished to match existing grade. The shallow borings will be covered with plastic sheeting during the period of soil sample analysis, and will be destroyed when the tanks are excavated.

#### Task 3 - Analyze Soil Samples

Soil samples collected during the installation of the test borings will be placed in ice chests and transported by Aqua Terra personnel to a certified analytical laboratory for analysis. Appropriate chain of custody forms as required by the DHS will be used by Aqua Terra.

Soil samples from all locations will be retained for analysis. However, to minimize analytical costs, soil samples collected from the surface and the 10, and 20 foot depths will be analyzed initially for the 40 foot borings. Those soil samples collected from the 15 foot depth in the five shallow borings will be composited into three samples for analysis. If contamination is detected in these samples, soil samples from other depths will be analyzed. For budgeting purposes we have assumed that a total of 12 soil samples will require analysis.

Soil and groundwater samples will be analyzed by gas chromatography/mass spectrometry (GC/MS) for the chemicals which were stored, both recently and historically, in the tanks.



To expedite closure of the tanks, an accelerated analytical turnaround time will be requested from the laboratory. We expect to receive soil analytical results within two days of submittal to the laboratory.

#### Task 4 - Prepare Site Assessment Report

Upon completion of Task 2 and Task 3, Aqua Terra will prepare a brief letter report summarizing the results of the boring installation and laboratory analyses. Boring logs, analytical data and its interpretation, and a site map showing boring locations will be included. Specific conclusions and recommendations for subsequent action will be made on the basis of data presented in the report.

#### Task 5 - Prepare Closure Specification and Obtain Permits

Following receipt of comments from Peterson/Puritan regarding recommendations presented in the above report, and assuming that no significant prior leakage has occurred, Aqua Terra will prepare a general specification to be followed by a contractor for closure of the 11 tanks. It is anticipated that the specification will outline procedures for grouting Tanks 1 through 3 and removing Tanks 4 through 11, as previously described. We will also use the specification and data presented in the Task 4 Report to obtain necessary permits from the County Engineer for closure of the tanks.

#### Task 6 - Select Contractor for Closure

Aqua Terra will solicit bids for the closure of the tanks from selected contractors. In order to expedite closure, instead of advertising for bids, we will identify three contractors judged to be capable of completing the closure according to the specification. The bids will be submitted to Peterson/Puritan for your final selection of the contractor and formalization of contract agreements. Contract agreements for removal and grouting of the tanks will be between the contractor and Peterson/Puritan.

#### Task 7 - Inspect Closure Construction

Aqua Terra will provide construction inspection services during closure of the 11 underground tanks. Our engineer or technician will observe closure construction activities to confirm that the conditions of the closure specification



are satisfied, and will prepare a brief report describing the final closure procedures which were followed. The report will be in a form suitable for submittal to regulatory agencies, if required.

#### ABILITY TO UNDERTAKE PROJECT

The anticipated levels of effort required to meet the objectives of the project are well within the current capabilities of Aqua Terra Technologies. We are prepared to move as quickly as possible to complete the project in a timely manner. Although responsiveness of regulatory agencies, analytical laboratory turnaround time, availability of drilling and construction contractors, and variable field conditions influence the project schedule, we anticipate that four to six weeks will be required to complete the project.

#### ESTIMATED BUDGET

Based on our estimate for the services required, we propose a total budget of which will not be exceeded without authorization, for the services defined in this proposal. This budget does not include fees paid to closure contractors for removal and grouting of the tanks. The budget for the scope of work presented herein, excluding closure contractor fees, is summarized below.

> Estimated Budget

Task 1 - Meet with Local and State Agencies

Task 2 - Install Test Borings

Task 3 - Analyze Soil Samples

Task 4 - Prepare Site Assessment Report

Task 5 - Prepare Closure Specification and Obtain Permits

Task 6 - Select Contractor for Closure

Task 7 - Inspect Closure Construction

Total Estimated Budget

















Budget for our meeting in Santa Fe Springs on December 4, 1984, and discussions with contractors and County staff has not been included in this proposal. These services were provided under verbal authorization received on November 29, 1984, from Mr. Randy Mott of Breed, Abbott & Morgan.

To assist Peterson/Puritan in budget planning, we have developed a preliminary construction cost estimate. We estimate that closure contractor costs will be approximately for grouting Tanks 1 through 3, excavating Tanks 4 through 11, disposing of the tanks, backfilling the excavation, blocking associated piping, and placing concrete over excavated areas to match existing grade. This construction cost estimate is provided as an estimate for budget planning only, actual construction fees may vary.

We propose that compensation for consulting services performed by Aqua Terra be on a time and expense reimbursable basis. Personnel time shall be according to the attached Schedule of Charges (Attachment II) and direct job related costs shall be reimbursed at cost plus 10%. The Schedule of Charges includes all overhead costs. Expenses include travel by public and commercial transportation, meals and lodging while traveling, materials other than normal office supplies, reproduction, printing, services of subconsultants and subcontractors, and other definable job expenses. The use of Aqua Terra vehicles for travel shall be paid at the rate of \$0.25 per mile.

To assure a clear understanding of all matters related to our mutual responsibilities, the Standard Conditions comprising Attachment III are made a part of our agreement. These terms are appropriate for use with agreements for the provision of consulting services and, accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail. Our written agreement precedes and supercedes any verbal agreement.

If this proposal meets with your agreement, please sign where noted below and return a copy to our office to act as our written authorization.



We look forward to working with you on this project. If you have any questions regarding this proposal or wish to discuss these matters in greater detail, please do not hesitate to call.

Sincerely,

Aqua	Terra	Technologies,	Inc.
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	mee -	John The Committee of t	

R. Wane Schneiter, Ph.D., P.E. Vice President

RWS: lg
Attachments

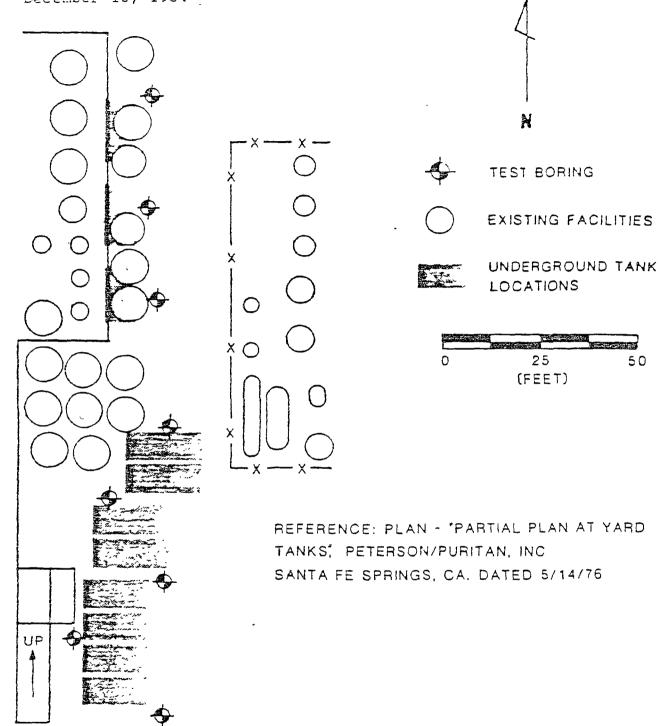
AGREEMENT

BREED, ABBOTT & MORGAN

Ву	 	 	
Title	 	 	_
Date			

Attachment I Aqua Terra's Proposal to Ereed, Abbott & Morgan December 10, 1984





AQUA TERRA

PETERSON/PURITAN, INC. SANTA FE SPRINGS, CALIFORNIA

SITE PLAN

Attachment II Aqua Terra's Proposal to Breed, Abbott & Morgan December 10, 1984



#### Schedule of Charges

#### Services

	Hourly Rate
Principal	\$ 90
Senior Engineer-Scientist	70
Engineer-Scientist, Grade 1	60
Engineer-Scientist, Grade 2	50
Engineer-Scientist, Grade 3	40
Technician	35
Typist	30

#### Direct Expences

Reimbursement for expenses directly resulting from services provided will be based on actual cost plus ten percent. Representative direct expenses include:

- \* Costs of subconsultants
- \* Costs of special fees (insurance, permits, etc.)
- \* Costs and/or rental fees of special equipment
- \* Costs of long-distance telephone calls
- \* Costs for authorized travel, including subsistance, outside the Bay Area

Reimbursement for automobile use directly related to services at the rate of twenty-five cents (\$0.25) per mile.

Attachment III Aqua Terra's Proposal to Breed, Abbott & Morgan December 10, 1984

# A Q U A

#### Standard Conditions

#### 1. Invoices

Consultant will submit invoices to Client monthly and a final bill upon completion of services. Billings are payable upon receipt unless other arrangements, confirmed in writing by Consultant, have been made. A finance charge of 1 1/2% per month will be payable on accounts not paid within 30 days. Any attorneys' fees or other costs incurred collecting any delinquent amount shall be paid by the Client.

#### Services by Client

Client will provide work site access, obtain all permits, provide all legal services in connection with projects, and provide environmental impact reports and energy assessments unless specifically included in work scope. Client shall pay costs of checking and inspection, soil engineering, testing, surveying, and all other fees not specifically covered by terms of this agreement.

#### 3. Services During Construction

Any construction inspection or testing provided by Consultant is for determining contractor's compliance with functional provisions of project specifications only. Consultant in no way guarantees or insures contractor's work nor assumes responsibility for methods or appliances used by contractor, for jobsite safety or for contractor's compliance with laws and regulations. Client agrees that in accordance with generally accepted construction practices, contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of project related construction, including safety of all persons and property and that this responsibility shall be continuous and not limited to normal working hours.

#### 4. Cost Estimates

Any statements of cost furnished by Consultant are predicted costs and are based on professional opinions and judgement. Consultants are not responsible for construction cost fluctuations due to bidding conditions and other factors not anticipated at the time a particular cost estimate was prepared.

#### 5. Standard of Care

Services performed by Consultant will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the environmental consulting profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

#### 6. Limitation of Liability

Consultant's liability for damages, loss, or injury due to professional negligence will be limited to a sum not to exceed \$50,000 or the Consultant's fee, whichever is greater.

AOUAHERRA Technologies

#### LETTER OF TRANSMITTAL

December 17, 1984 Date:

County of Los Angeles To:

7

Dept. of County Engineer-Facilities

Sanitation Division 550 S. Vermont Street Los Angeles, CA 90020

Attention: Mr. Carl Sjoberg

R. Wane Schneiter, Ph.D., P.E. US Project Manager From:

Agua Terra Technologies

Underground Tank Closure Subject:

> Peterson/Puritan, Inc. 9101 S. Sorensen Ave.

Santa Fe Springs, CA 90670

Enclosed is our revised proposed plan for the closure of the subject tanks. The revisions were made following telephone conversations between Dr. R. Wane Schneiter of Aqua Terra and Mr. Nicolas Agbubo of the Department of the County Engineer on December 17, 1984. Mr. Agbubo provided verbal approval of the plan transmitted with this letter on December 17, 1984.

The facilities have been vacated by Peterson/Puritan, Inc., and the property is being sold. To facilitate the sale of the property, Peterson/Puritan wishes to close the subject tanks as soon as possible. Therefore, drilling to place soil borings as described in the enclosed plan is scheduled for December 18, 19, 20, and 21, 1984.

We sincerely thank you for your prompt attention to this matter.

City of Santa Fe Springs Fire Department Los Angeles Regional Water Quality Control Board California Department of Health Services

December 17, 1984



County of Los Angeles
Dept. of County Engineer-Facilities
Sanitation Division
550 S. Vermont Street
Los Angeles, CA 90020

Underground Tank Closure Peterson/Puritan, Inc. 9101 S. Sorensen Ave. Santa Fe Springs, CA 90670

Revision to Plan Dated December 12, 1984

Aqua Terra Technologies has been retained by Peterson/Puritan, Inc. to assist with the closure of 11 underground tanks at facilities in Santa Fe Springs, California. A site map showing the layout of the tanks is presented in Attachment I. Copies of Hazardous Substance Storage Statements (HSSS) which describe the tanks, and required by the State Water Resources Control Board (SWRCB), were provided in Attachment II of the plan dated December 12, 1984.

#### PROPOSED CLOSURE

We propose to remove the tanks which are accessible for excavation, and to leave those tanks in place which are inaccessible due to the proximity of above ground tanks and other structures. On this basis, we propose that Tanks 1 through 3, which are located beneath existing above ground tanks, be grouted in place, and that Tanks 4 through 11 be removed.

We propose to close the tanks in two phases. Phase 2 - Closure Construction will be specifically defined following the completion of Phase 1 - Preliminary Investigation.

#### Phase 1 - Preliminary Investigation

The following specific tasks are proposed for Phase 1 of the closure of the 11 underground tanks at the Peterson/ Puritan facilities in Santa Fe Springs, California.

#### Task 1 - Test Borings

Test borings will be drilled for purposes of evaluating prior leakage of materials from the underground tanks. A total of eight borings will be drilled within the Peterson/Puritan yard at the approximate locations shown on Attachment



Underground Tank Closure Peterson/Puritan, Inc. December 17, 1984 Page 2

I. The exact locations of the borings will be determined by the Aqua Terra project engineer.

Four borings near Tanks 1 through 3 and five borings for Tanks 4 through 11 will be drilled to a depth of 40 feet. These borings will be placed at a slant to allow collection of soil samples from beneath the tanks. The borings will be placed using eight-inch diameter hollow stem auger equipment.

The test borings will be drilled under the supervision of our engineering geologist. Our engineering geologist will obtain undisturbed samples of the soils encountered and prepare detailed logs of each boring.

Soil samples will be obtained at the surface, at about five foot intervals in the upper 15 to 20 feet, and at about 10 foot intervals thereafter. The soil samples will be collected in 2.5 inch diameter brass liners using a Modified California Drive Sampler. Samples will be retained in the brass liners and capped, with Teflon sheeting placed between the caps and the soil sample.

The soil sampler, soil sample tubes, and boring augers will be steamed cleaned prior to their initial use. In addition, the sampler and augers will be steam cleaned between each subsequent use to reduce the likelihood of cross contamination between samples and/or test borings.

Soil cuttings will be retained at the site near the borings, and will be covered with plastic sheeting. The cuttings will remain on-site until soil sample analytical data has been reviewed. If the soil cuttings are not contaminated, they will be disposed of in tank excavations. However, if the cuttings are contaminated, they will be disposed of at an appropriate disposal facility in accordance with California Department of Health Services (DHS) requirements.

Upon completion of drilling, the 40 foot test borings will be backfilled with a cement/bentonite grout. The upper six inches of the boring will be patched with concrete and finished to match existing grade.

#### Task 2 - Soil Samples Analysis

Soil samples collected during the installation of the test



Underground Tank Closure Peterson/Puritan, Inc. December 17, 1984 Page 3

borings will be placed in ice chests and transported to a certified analytical laboratory for analysis. Appropriate chain of custody forms as required by the DHS will be used.

Soil samples from all locations will be retained for analysis. However, to minimize analytical costs, soil samples collected from the surface and the 10, and 20 foot depths will be analyzed initially for the four borings associated with Tanks 1 through 3. Those soil samples collected from the five borings for Tanks 4 through 11 will be composited into three samples for analysis. If contamination is detected in these samples, soil samples from other depths will be analyzed.

Soil and groundwater samples will be analyzed by gas chromatography/mass spectrometry (GC/MS) for the chemicals which were stored in the tanks as indicated on the HSSSs.

#### Task 3 - Site Investigation Report

Upon completion of Task 1 and Task 2, a brief report summarizing the results of the boring installation and laboratory analyses will be submitted to the County and other appropriate local and State agencies. Boring logs, analytical data, and a site map showing boring locations will be included.

#### Phase 2 - Closure Construction

Following receipt of comments from the County regarding information presented in the above report, Aqua Terra will prepare a general specification to be followed by a contractor for closure of the 11 tanks. The specification will be submitted to the County for approval. It is anticipated that the specification will outline procedures for grouting Tanks 1 through 3 and removing Tanks 4 through 11. The specification will conform with closure requirements outlined in the County guidelines, Chapter VI, Section A, Subsections 6 and 8 (October 22, 1984), or as approved by the Department of the County Engineer.

Aqua Terra will provide construction inspection services during closure of the 11 underground tanks. Our engineer will observe closure construction activities to confirm that the conditions of the closure specification are satisfied, and will prepare a brief report describing the final

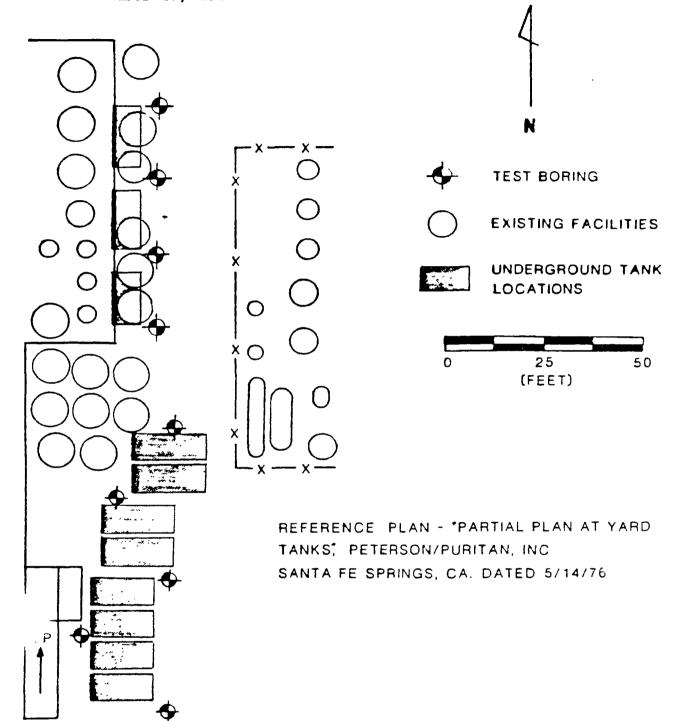


Underground Tank Closure Peterson/Puritan, Inc. December 17, 1984 Page 4

closure procedures which were followed. The report will be submitted to the County and other appropriate local and State agencies.

Attachment I
County of Los Angeles
Dept. of County Engineer-Facilities
December 17, 1984





AQUA TERRA

PETERSON/PURITAN, INC.
SANTA FE SPRINGS, CALIFORNIA

SITE PLAN

December 19, 1984

CPC INTERNATIONAL INC.

DEC 20 1984

PATENT DEPT.

TO: T. McKenna

D. Cook

T. Donaldson

RE: Underground Tanks, Santa Fe Springs

I've attached copies of relevant documents sent to me by Aqua Terra to be sure that you are up-to-date on where we stand. I'll be in touch as testing results begin coming in.

Sincerely,

Peter M Roncetti

PMR/1sj

Attachment

cc: R. Mott

W. Robinson

#### LETTER OF TRANSMITTAL

AQUA

December 12, 1984 Date:

To: County of Los Angeles

Dept. of County Engineer-Facilities

Sanitation Division 550 S. Vermont Street Los Angeles, CA 90020

Attention: Mr. Carl Sjoberg

R. Wane Schneiter, Ph.D., P.E. WS From:

Project Manager

Aqua Terra Technologies

Subject: Underground Tank Closure

Peterson/Puritan, Inc. 9101 S. Sorensen Ave.

Santa Fe Springs, CA 90670

Enclosed is our proposed plan for the closure of the subject tanks. The facilities have been vacated by Peterson/Puritan, Inc., and the property is being sold. To facilitate the sale of the property, Peterson/Puritan wishes to close the subject tanks as soon as possible.

Drilling to place soil borings as described in the enclosed plan is scheduled for December 19, 20, and 21, 1984. Our desire is to obtain the necessary permits to proceed with the plan by the afternoon of December 18, 1984.

If Aqua Terra can provide any additional information or assist you in any way to facilitate meeting the above schedule, please contact us. We sincerely thank you for your prompt attention to this matter.

Los Angeles County Fire Department Los Angeles Regional Water Quality Control Board California Department of Health Services

December 12, 1984



County of Los Angeles
Dept. of County Engineer-Facilities
Sanitation Division
550 S. Vermont Street
Los Angeles, CA 90020

Underground Tank Closure Peterson/Puritan, Inc. 9101 S. Sorensen Ave. Santa Fe Springs, CA 90670

Aqua Terra Technologies has been retained by Peterson/Puritan, Inc. to assist with the closure of 11 underground tanks at facilities in Santa Fe Springs, California. A site map showing the layout of the tanks is presented in Attachment I. Copies of Hazardous Substance Storage Statements (HSSS) which describe the tanks, and required by the State Water Resources Control Board (SWRCB), are provided in Attachment II.

#### PROPOSED CLOSURE

We propose to remove the tanks which are accessible for excavation, and to leave those tanks in place which are inaccessible due to the proximity of above ground tanks and other structures. On this basis, we propose that Tanks 1 through 3, which are located beneath existing above ground tanks, be grouted in place, and that Tanks 4 through 11 be removed.

The Los Angeles County guidelines (Underground Storage of Hazardous Materials - Guidelines, October 1984) require that soil samples for chemical analysis be collected within approximately 30 feet of the bottoms of those tanks which will be closed in place. The guidelines do not require test borings prior to removing a tank, but do require that soil samples be collected from excavations during tank removal to determine if prior leakage has occurred. However, we propose a preliminary investigation be conducted, before excavating the tanks, to determine if significant prior leakage has occurred from Tanks 4 through 11. The preliminary investigation would consist of obtaining soil samples from five shallow test borings placed near the tanks.

We propose to close the tanks in two phases. Phase 2 - Closure Construction will be specifically defined following the completion of Phase 1 - Preliminary Investigation.



Underground Tank Closure Peterson/Puritan, Inc. December 12, 1984 Page 2

### Phase 1 - Preliminary Investigation

The following specific tasks are proposed for Phase 1 of the closure of the 11 underground tanks at the Peterson/ Puritan facilities in Santa Fe Springs, California.

### Task 1 - Test Borings

Test borings will be drilled for purposes of evaluating prior leakage of materials from the underground tanks. A total of eight borings will be drilled within the Peterson/Puritan yard at the approximate locations shown on Attachment I. The exact locations of the borings will be determined by the Aqua Terra project engineer.

Three borings near Tanks 1 through 3 will be drilled to a depth of 40 feet as required by the County guidelines. The County guidelines require these borings to be placed at a slant to allow collection of soil samples from beneath the tanks. Five vertical borings will be placed to a depth of 15 feet for Tanks 4 through 11. The borings will be placed using eight-inch diameter hollow stem auger equipment.

The test borings will be drilled under the supervision of our engineering geologist. Our engineering geologist will obtain undisturbed samples of the soils encountered and prepare detailed logs of each boring.

Soil samples will be obtained at the surface, at about five foot intervals in the upper 15 to 20 feet, and at about 10 foot intervals thereafter. The soil samples will be collected in 2.5 inch diameter brass liners using a Modified California Drive Sampler. Samples will be retained in the brass liners and capped, with Teflon sheeting placed between the caps and the soil sample.

The soil sampler, soil sample tubes, and boring augers will be steamed cleaned prior to their initial use. In addition, the sampler and augers will be steam cleaned between each subsequent use to reduce the likelihood of cross contamination between samples and/or test borings.

Soil cuttings will be retained at the site near the borings, and will be covered with plastic sheeting. The cuttings will remain on-site until soil sample analytical data has



Underground Tank Closure Peterson/Puritan, Inc. December 12, 1984 Page 3

been reviewed. If the soil cuttings are not contaminated, they will be disposed of in tank excavations. However, if the cuttings are contaminated, they will be disposed of at an appropriate disposal facility in accordance with California Department of Health Services (DHS) requirements.

Upon completion of drilling, the 40 foot test borings will be backfilled with a cement/bentonite grout. The upper six inches of the boring will be patched with concrete and finished to match existing grade. The shallow borings will be covered with plastic sheeting during the period of soil sample analysis, and will be destroyed when the tanks are excavated.

### Task 2 - Soil Samples Analysis

Soil samples collected during the installation of the test borings will be placed in ice chests and transported to a certified analytical laboratory for analysis. Appropriate chain of custody forms as required by the DHS will be used.

Soil samples from all locations will be retained for analysis. However, to minimize analytical costs, soil samples collected from the surface and the 10, and 20 foot depths will be analyzed initially for the 40 foot borings. Those soil samples collected from the 15 foot depth in the five shallow borings will be composited into three samples for analysis. If contamination is detected in these samples, soil samples from other depths will be analyzed.

Soil and groundwater samples will be analyzed by gas chromatography/mass spectrometry (GC/MS) for the chemicals which were stored in the tanks as indicated on the HSSSs.

### Task 3 - Site Investigation Report

Upon completion of Task 1 and Task 2, a brief report summarizing the results of the boring installation and laboratory analyses will be submitted to the County and other appropriate local and State agencies. Boring logs, analytical data, and a site map showing boring locations will be included.

### Phase 2 - Closure Construction

Following receipt of comments from the County regarding



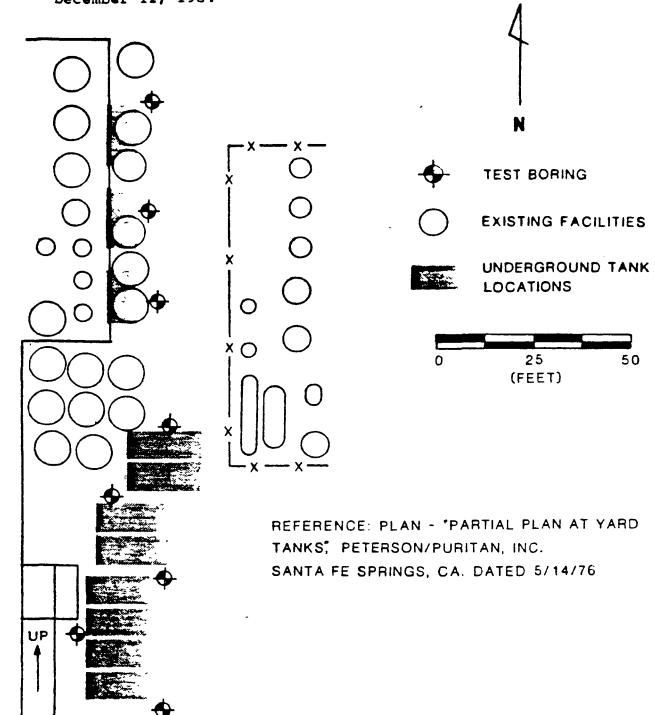
Underground Tank Closure Peterson/Puritan, Inc. December 12, 1984 Page 4

information presented in the above report, Aqua Terra will prepare a general specification to be followed by a contractor for closure of the 11 tanks. The specification will be submitted to the County for approval. It is anticipated that the specification will outline procedures for grouting Tanks 1 through 3 and removing Tanks 4 through 11. The specification will conform with closure requirements outlined in the County guidelines, Chapter VI, Section A, Subsections 6 and 7.

Aqua Terra will provide construction inspection services during closure of the 11 underground tanks. Our engineer will observe closure construction activities to confirm that the conditions of the closure specification are satisfied, and will prepare a brief report describing the final closure procedures which were followed. The report will be submitted to the County and other appropriate local and State agencies.

Attachment I
County of Los Angeles
Dept. of County Engineer-Facilities
December 12, 1984





AQUA TERRA

PETERSON/PURITAN, INC.
SANTA FE SPRINGS, CALIFORNIA
SITE PLAN

Attachment II

County of Los Angeles

Dept. of County Engineer-Facilities

December 12, 1984



Hazardous Substance Storage Statements
Peterson/Puritan, Inc. Facilities
Santa Fe Springs, California

I Owner	
Namn (Corporation Indicated Public Aginty) : = =	
Street Agreess	City State ZIP
International Plaza	Englewood Cliffs NJ 07632
II Facility	Dealer Forenian Suppliesor
Peterson/Puritan, Inc.	Heidi Green - Jechnical Director
Steph 40",s	
9101 So. Sorensen Avenue	Slauson Avenue
Santa Fe Springs	Los Angeles 90670
Same	
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III 24 Hour Emergency Contact Person	
Johnsen, Montfort 217 442-1400	Johnsen, Montfort 271 446-1909
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IV Description	Container Number (II IF) - sino number assign one
A XX or Tank	
B Manufacturer (if appropriate) Buehler Year of Mig	1966 C Year Installed 1966 D Unknown
D Container Capacity 6000 gallons 🗆 Unknown E Containe	er Repairs XX21 None 🗆 🖘 Unknown 🗀 🖘 Yes Year
Fils Container currently used? 🗖 🙃 Yes 🔲 🕫 No. If No. year of la	ast use 0 to Unknown
G Does the Container Store (Check One) □ n Waste 🖾 🖘 Produ	oct
H Does the Container Store Motor Vehicle Fuel or Waste Oil?	Yes ⊠ ~ No If Yes Check appropriate box(es)
☐ ni Unleaded ☐ oz Regular ☐ cz Premium ☐ o≠ Diesel ☐ cs V	Naste Oil 🗆 % Other (List)
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B □ or Vaulted (Located in an underground Vault)	ulted 🔲 03 Unknown
C Do Double Walled XX.: Single Walled Do Lined Do	Wrapped 🗆 is Unknown 🗆 is None
D 💯 Carbon Steel 🗆 🕫 Stainless Steel 🗎 🕫 Fiberglass	□ 04 Palyvinyl Chlaride □ 05 Concrete □ 06 Aluminum
☐ or Steel Clad ☐ on Bronze ☐ in Composite ☐ in Non-	metallic 🔲 ii Earthen Walls
🗆 12 Unknown 🖂 13 Olher	
E □ or Rubber Lined □ oz Alkyd Lining □ or Epoxy Lining	☐ • Phenolic Lining ☐ 65 Glass Lining ☐ 66 Clay Lining
©Xi Unlined □ ne Unknown □ ne Other	
F 🗆 or Polyethlene Wrap 💎 🗀 .2 Vinyl Wrapping 💛 Cathridic I	Protection - Unknown - I'm None MX Offic, Tar

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C Piping	Repairs .	⊠ ai N	ane 🗆	a Unknown	□ · Yes Y	ear of most recent repair	
VII Lea	k Detection						
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□ ss Gr	ound Water M	fonitoring Wi	ells 🔼 o	7 Pressure Te	est 🗆 .a Inte	ernal Inspection 💢 🤊 1	None
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Synature //mensell Linaidea	6/28/84
THOMAS W. DONALDSON General Manag	er 213 946-6471

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II Facility			·	
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Page - 2021 (U.S. COLLEGE)	Vehicle Fuel Station	XX > OtherConf	tract P	ackager
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III 24 Hour Emergency Contact Person			·	· · · · · · · · · · · · · · · · · · ·
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A XX ci Tank		Container Nu	mber ill inern	is no riumber, assign ones
B Manufacturer (if appropriate) Buehler Year of Mg _	<del></del>	C Year Installed	1966	🗆 Unknown
D Container Capacity 6000 gallons 🗆 Unknown E Contain		one 🗆 🖘 Unknown	□ ₁ɔ Yes	Year
F is Container currently used? ∑x, Yes □ ~ No If No year of	last use			🗆 a Unknown
G Does the Container Store (Check One)	duct			
H Does the Container Store Motor Vehicle Fuel or Waste Oil?	o Yes X <b>⊠</b> . No	If Yes Check approp	priate boxi	(es)
☐ o Unleaded ☐ vz Regular ☐ n Premium ☐ o Diesel ☐ ~	Waste Oil □ ∞ O	iher (List)		
V Container Construction				
A Thickness of Primary Containment1/4_   Gauge   Containment1/4  Gauge   Containment1/4	ncres 🗆 cm 🔘 1	Jnknown		<del></del>
B □ or Vaulted (Located in an underground Vault.) □ 10 to Non vo	Bulled     Unki	no.wn		
C 🗎 or Double Walled 🛮 🐯 or Single Walled 🗀 or Lined 🗀	o₄ V√rapped □ o	Unknown Das No	one	······································
D 図 → Carbon Steel □ □ Stainless Steel □ → Fiberglass	🗆 👊 Polyvinyl Chi	oride 🗆 cs Concret	te 🗆 %	Aluminum
□ or Steel Clad □ ⋅⋅ Bronze □ ⋅⋅ Composite □ ⋅⋅ Nor	n metallic 🔲 i	Earthen Walls		
🗆 17 Unknown 🗆 11 Other			<del></del>	
E 🗆 ur Rubber Lined 🗆 uz Alkyd Lining 🗆 ar Epaky Lining	☐ • Phenolic Lin	ing Drs Glass Lini	ng 🗔 .	· Clay Lining
χΩο: Unlined □ : A Unknown □ : + Other				
Figur Polyethigne Virapi   Di Virat Wincomp   Chi Chin Ki	Protection (1	(lickingen   C) + th	en ()	lar urler 3 lar

V1 Piping									
A Associated Piping									
B Underground Piping 日间Gravity 松:Pressure 日间Suction 日间Unknown									
C Piping Repairs									
VII Leak Detection									
©Xi Visual ©Xi Stock Inventory □ in Tile Drain □ in Vapor Shift Wells □ in Sensor Instrument									
□ % Ground Water Monitoring Wells									
Other									
VIII Chemical Composition of Materials Currently or Previously Stored in Underground Containers If you checked yes to IV. High proving a complete this section									
Chemical מור אין									
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐									
□ U1 □ 12									
□ 11 □ 12									
Is Container located on an Agricultural Farm? □ Yes □XX No									
IX IMPORTANT! Read instructions before signing									
Signature: The form must be signed by the principal exercitive of the first timble of the properties of the control of the first times be exponsible for the overall exercitive and the facility where the far kest are focated 2) a general particle proprietor or 3) a principal executive of the ranking elected official or authorized representative of a principal executive of the first form has been completed under the penalty of periory and to the bost of my knowledge is true and correct.									
Therman Direction 6/28/84									
Thomas W. Donaldson General Manager 213 946-6471									

I Owner	AON // of								
CPC INTERNAT					<b>,</b>				
Sirel Adress Internationa	ıl Plaza	<b>.</b>			Engle	wood,Cli	ff	NJ_	07632
II Facility									
Faculty frame			· · · · · · · · · · · · · · · · · · ·		1	ran Sayeriste	<b></b>		1 2:
Peterson/Pur		<del>-</del>			нетат	. Green-	10 1 11	بداؤير )	
9101 S. Sore	ensen Av	renue	<del></del>	<del></del>		•,	517	ausor	Avenue
Santa Fe Spr	rings		<del></del>		Lay	Los Ange	les	State	90670
Same			The of Barras		<u> </u>				<u> </u>
213 946-647]	L				el Station	XI № Olher _C	onti	ract_	Packager
	Rural Areas Only:	Townstip		¤4.∂e			Section	•	
III 24 Hour Emergen	cy Contact	Person							
Coustance of carecastra order Cohnsen, Montfor		442-1400	)	1 -		ntfort 2		446-3	L909
		FOLLOWING		<del></del>					
IV Description									
A XD or Tank Doz Sump	□ n Lagoog	a Pillor Pond II	□ i4 Other _			Conta	5U	ber (If there	s no number assign one)
B Manufacturer (if appro						Year Installed		 7 2	Unknown
		<del></del>	T						
D Container Capacity 71			<del>-1</del>						<del></del>
F Is Container currently									D =3 Unknown
G Does the Confainer St	ore (Check C	one) Ori Was	le 🛣 Proc	fuct	<del></del>				
H Does the Container St	ore Motor Ve	hicle Fuel or Wa	aste Oil? 🗆	on Yes 🖄	. No	II Yes Check a	ppropri	ale box	(es)
🗆 o: Unleaded 🗆 o: F	Regular 🗆 🖘	Premium 🗆 04	Diesel 🗆 05	Waste Oil	□ '* Oih	er (Lisi)			
V Container Constru	ction								
A Thickness of Primary	Containment	_1/40	Gauge 🛣 Ir	nches 🛘 (	m 🗆 Ur	nknown			
B 🗆 or Vaulled (Localed	in an undergi	ound Vault)	X n: Non-va	rulted C	] in Unkno	wn			
C 🗆 0 Double Walled	⊠ sa Single	Walled 🔲 🤈 ı	Lined []:	· Wrapped	☐ os (	Jnknown 🗆	∞ Non	e	·····
D 🞾 🌣 Carbon Steel	D=v Stainless	Steel 001	Fiberglass	□ 54 Polyv	inyi Chlor	ide 🗆 cs Co	ncrete	□ A	Aluminum
□ or Sleef Clad □ o	a Bronze	□ 4 Composile	□ ·c Non	metallic	<b>a s</b>	Earthen Walls			
□ 12 Unknown □ 13	Other						<del></del>	<del></del>	
E □o: Rubber Lined	□ oz Alkyd Lir	ning 🔲 ii Epi	0xy Lining	□ + Pher	note Linux	g Dis Glass	s Lining	ı 🗆	e Clay Lining
<b>⊠</b> at Unlined □ · <b>a</b> U	Inknown [	J ia Olher							
F Dio Polyethlene Wrap	□ V riyl	With the E	) · Cam 40	Protection	ا، ت	John to []	ction	<u>. X</u>	OPPOR Tar be
			~ <del>~~</del>		<del></del>	.,	•		<u>s</u> tar

VI Pipi	ng	Ē a		8 B	
A Assoc	liated Piping	□ + Above Gro	ound 🔏 🗵 Undergroun	d □ \(\text{\tind}}\ext{\tin}}\text{\tin}}\text{\tin}}\text{\tilit}\\ \text{\ti}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}	
8 Under	ground Piping	□n: Gravity	□ a Pressure 🔞 🗵	uction 🗀 🖂 Unknown	
C Piping	Repairs	<b>⊠</b> ~⊢None	□ 52 Unknown □ 1 Ye	es. Year of most recent repair.	
VII Lea	ak Detection				
XουV	isual 🛛 🗷 🗷 Sto	ck Inventory	] ∋ Tile Drain — □ ∞ Vap	oor Snill Wells 🗆 🖙 Sensor Instr	ument
□∞G	iround Water Mon	itoring Wells 🖁	or Pressure Test 💎 🗆 💀	Internal Inspection 💎 🗆 🥆 None	
□ ·• O	ther				
VIII C	hemical Comp	osition of Mate	rials Currently or Previously to complete this re-	viously Stored in Underground	d Containers
currently	previously	ed trop was	Chemic	ual 이 한테 Compose con State (Rich in Mena)	t paget for more rooms
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Is Contai	ner located on an	Agricultural Farm	ı² □ · Yes 🏌 No		
IX IMP	PORTANT! Read	d instructions belo	ire signing		
must be re ranking el	esponsible for the ested official or auth	e all operation of In nonzed representation	e lackly whole the lackly) a le of a public a juncy	ruel of vice president on by an authorize located. 2) a general pariner propriet timy knowledge is true and correct.	ed representative. The representative or or 3) a principal executive officer
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Fuel Station	Other Cont	ract	Packager
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<del></del>	□ or Unknown	□ ₀₃ Yes	Year
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Phenolic Lining		_	× Clay Lining
	Heidi  Fuel Station  Tour  Tou	Heidi Green-Tec  S1  Los Angele  Car  Fuel Station Sec  ATE FORM FOR EACH COR  Container No. 6U  2	Englewood Cliff NJ    Heidi Green-Technica   Product of Contract   State     Fuel Station   Birz Other Contract   Section     The state   State   State   State     Fuel Station   Birz Other Contract   Section     The state   Section   Section   Section   Section     The state   Section   Section   Section   Section   Section     The state   Section   S

VI Pipi	ng					1						(.)
A Assoc	rated Pipin	g	С	] · /	∆pov	e G	rour	nd		ន	. U	nderground 🔲 ¬ Vaulted
B Under	ground Pip	ing		] (	Gravi	ily	Ε	] 12	Pr	ess	nre	XD   Suction   D. + Unknown
C Piping	Repairs		X	] or [	None	•	۵	ا 2،	Jnk	nov	٧Ŋ	□ in Yes. Year of most recent repair.
VII Le	ak Deleci	ion										
<b>አ</b> ም ለ	isual X	Joz Sto	ick In	ven	tory		□ 93	Til	e C	Oran	n	□ .• Vapor Sniff Wells □ .• Sensor Instrument
□∝G	iround Wat	er Mor	ulonn	ıg V	/ells	X	<b>5</b> 00	Pr	ess	ure	Te	st 🔲 re Internal Inspection 🗀 is None
□ ·o C	ther											
VIII C	hemical (	Comp	ositi	on H y	<b>of N</b>	Mate	eria Erec	 រ <b>!s</b> របក	Cu	rre	ntl	y or Previously Stored in Underground Containers
currently	previously		# 17 hr -									Chemical Control of Control of Section 11 of State (NET) specific more received.
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Is Contai	ner locale	d on a	n Agr	icul	Iural	Fari	m,		] ^-	Yns	3	∑ : NO
IX IMP	ORTANI	1 Rea	d insi	truc	tions	bel	cre	sıg	nin	g		
must be o ranking of	esponsible li noted officia	or edityo Noraul	ponze verall	יין וני יין ט	ימנוטי ימיפse	י לט י	het:	ora	ry Epu	ና ትይነ የነትሮ	ય છે. વેલ	ingrial the level of vigor gresident or by an alithorized representative. The regions in the electric transfer in the second vigor in the electric transfer are located. It is a general partribr proprietor, or 3) a principal executive will operately. Other birst of my knowledge is true and correct.
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માતામાં <b>વ</b> ા	homas	Don	- 1 <i>a</i>		_							General Manager 213 946 -6471

I Owner	<del></del>		<del></del>	
CPC INTERNATIONAL				
International Plaza	Englewo	ood Cliff	NJ	07632
II Facility				
Facuty Nami	the Heat Forence on S	•		
Peterson/Puritan, Inc.	Heidi (	Green-Tec	hnica	1 Director
9101 S. Sorensen Avenue	P.,		lauso	n Avenue
Santa Fe Springs	Lo	os Angele		90670
Same	C45		21316	Z1P
Phone warra core  1.cr ufficies  Der Motor Vehicle Frie	el Station 🖾	oz Other Cont	ract.	Packager
Number of Tunes at this facility Rural Areas Township Rural Areas Only:	- Sidnon a	<del></del>	ton	
III 24 Hour Emergency Contact Person	<del></del>			
		ntfort 21	7 446	-1909
COMPLETE THE FOLLOWING ON A SEPARATE	FORM FO	R EACH CO	MTAINE	R
IV Description				
A XD or Tank		Container N	7U	e is no number, assign one)
B Manufacturer (if appropriate) Buehler Year of Mig 1972	C Ye	ar installed $\frac{1}{2}$	972	🗆 Unknown
D Container Capacity 7000 gallons 🗆 Unknown E Container Repairs	ĭ¥a₁ None	🗆 🤫 Unknown	□ o₃ Yes	Year
Fils Container currently used? \$\omega_{\omega}\$ Yes □ \in No_If No_year of last use		•		🗆 🤋 Unknown
G Does the Container Store (Check One) 🗆 or Waste 🛣 n: Product				
H. Does the Container Store Motor Vehicle Fuel or Waste Oil? 🗆 01 Yes 🗗	. No II Ye	es Check appro	priate box	(es)
□ or Unleaded □ oz Regular □ oz Premium □ ~ Diesel □ os Waste Oil	□ % Other (	L(SI)		
V Container Construction			<del></del>	
A Thickness of Primary Containment1/4 Gauge & Inches Go	om 🗆 Unkno	own		
8 🗖 or Vaulted (Located in an underground Vault.) 💆 - Non-vaulted 🗆	] - J Unknown		<del></del>	
C □ ∞ Double Walled 🏿 🥳 Single Walled □ ↔ Lined □ ∞ Wrapped	□es Unki	nown 🗆 🖘 N	one	
D XX or Carbon Steel 🔲 🕫 Stainless Steel 🔲 or Fiberglass 🗀 👊 Polyv	vinyl Chloride	□ os Concre	te 🗆 o	s Aluminum
☐ or Steel Clad ☐ us Bronze ☐ is Composite ☐ is Non-metallic	🗆 🕠 Earli	hen Walls		
🗆 12 Unknown 🗆 13 Other				
E □ or Rubber Lined □ □ Alkyd Lining □ □ Epexy Lining □ • Phen	nolic Lining	□ · Glass Lin	ng 🗆	us Clay Lining
⊠er Unlined □er Unknown □re Other				
F. Din Polyethlene Wrap. D. Anyl Wrapping D. (Cathoda Protection	C) + Units	noso De N	ine M	E tur

VI Fipi	ng	· j	=	
A Assoc	tialed Pipin	□ or Above Ground X□ x Underground	□ ·· Vaulted	
B Under	ground Pip	g □ □ Gravity □ □ Pressure 🖾 i Suctio	in 🗀 u Unknown	
C Piping	Repairs	∰n None □r: Unknown □r: Yes Y	ear of most recent repair	
VII Le	ak Detec	on ,		
₫., ∧	isual È	oz Stock Inventory □ □ Tile Drain □ □ Vapor S	nitt Wells 🔲 🖟 Sensor Instru	ment
□∞G	Ground Wat	Monitoring Wells ♀ Pressure Test □ ⊕ Inte	rnal Inspection □ ∞ None	
□ in O	ther			
VIII C	hemical you climbs	omposition of Materials Currently or Previou yes to IV. Highly are not required to complete this section	sly Stored in Underground	Containers
currently	previously	CAS # III NO. ALL	National Community of Martine (Albert artificinal g	HOM FOR TOUTH
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Is Contai	iner locate	on an Agricultural Faring 🗆 a Yes 💆 No		
		Read instructions before signing		
must be ri ranking et	esponsible f lected officia	ust be signed by to a some pale ecouple off light the level. The operation of the lackly where the transits are local authorized representative of a public agrinury inpleted under the penalty of perjury and to the best of my	ated 2) a general parintir proprieto	Frepresentative. The representative ror 3) a principal executive other
5 pr must	Mun	N. Donalde		6/28/84
Protect ti eco	,	Donaldson	General Manager	213 946-6471

I Owner					
Name Coppet in the track of Public Asserts					······································
CPC INTERNATIONA	L	<del></del>		State	JIP.
International Pl	aza	Eng	lewood Cliff	ŊJ	07632
II Facility					
Facility None	Tna	ľ	DI GREEN -Tec	hnia	al Directo
Peterson/Puritan	, inc.	net		Cicss Street	ar priece
9101 S. Sorensen	AVenue		S1	auso	n Avenue
Santa Fe Springs			Los Angeles		90670
Marry Armos Same		, ,		State	Zip
Phone will arede	1 oc ( P	2:55	Contr	'ac+	Packager
213 946-6471		for Vehicle Fuel Station	Other Contr		
Number of Tanks at this Facility Rural A Only:	iceas   Iceas	, de	320.01		
III 24 Hour Emergency Co	ontact Person				
Days Name dastiname lists and Phone A area			is and Phone warea code		
Johnsen, Montfort			Montfort 217		
COMPLETE	THE FOLLOWING ON A	SEPARATE FORM	FOR EACH CONT	AINER	
IV Description					
A ⊠ oi Tank □ oz Sump □ os	Lagoon Pit or Pond 🗆 🗚 Other	·	,	ser (it there	is no number assign one)
B Manufacturer (if appropriate)	Buehler Year of Mig	1969	C Year Installed	1969	🗆 Unknown
	gallons 🗆 Unknown E Con	<del></del>	nne Olas Unknown O	ni Yes	Year
<del></del>		<del></del>			<del></del>
	X n Yes □ 2 No If No year				
G Does the Container Store (C	Check One) 🗆 🕠 Waste 🗴 😁 P	Product			<del></del>
H Does the Container Store Mi	ofor Vehicle Fuel or Waste Oil?	□ or Yes Xi or No	If Yes Check appropri	ate box(	es)
□ o₁ Unleaded □ n₂ Regula	r 🗆 🖘 Premium 🗀 👊 Diesel 🗅	☐ cs Waste Oil ☐ ·s Oi	ther (List)		<del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>
V Container Construction					
A Thickness of Primary Contain	inment 1/4 🗆 🗆 Gauge §	∏Inches □ cm □ t	Jnknown		<del></del>
B 🗆 oi Vaulled (Localed in an		n-vaulted 🛮 🗇 or Unkr			
C □ o Double Walled 🛱 જ	Single Walled 🔲 03 Lined	□ o₄ Wrapped □ os	Unknown □ 06 Non	e	
D ⊠ or Carbon Steel □ oz S	ilainless Sieel 🔲 🕠 Fiberglass	S □ 0.4 Polyvinyl Chl	onde 🛮 🛪 Concrete	D %	Aluminum
☐ or Steel Clad ☐ on Bron	nze 🗆 🕫 Composite 🗀 iz f	Non-metallic 🛚 11	Earthen Walls		
☐ 12 Unknown ☐ 12 Other	r				
E □ o₁ Rubber Lined □ o₂ A	ulkyd Lining 🔲 o i Epoxy Lining	g 🔲 pa Phenolic Lini	ing Dos Glass Lining	) D «	Clay Lining
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VI Pipl	ng																											_			
A Assoc	iated Pipin	 g			) ^ı	Abo	ove	Gri	our	nd		Ø	γį	Jnde	.āiu	านทด	3	C	٠٠ V:	aulte	ed				-				- <u> </u>		
B Under	ground Pip	ing			] 01	Gra	avily	<i>i</i>		3	Pr	ess	sure	;	Ż.	٠Su	actic	ח		ا ده [	Jnki	nown									
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VII Le	ak Deleci	lion																												-	
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VIII C	hemical you checke	Com	ipo	sitl IV-	on H	of	M are	ate	ria (E.;	is	Cı	urre Io c	ent	ly or	PI	revi	lous	sly	Slo	red	in	Und	ergro	und	d C	onta	ine	rs			
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Is Contai	ner located	no t	an	Agr	icu	lturi	al F	arıı	17		] :-	Υc	s	Č	1.1	lo															
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I Owner				
CPC INTERNATIONAL				
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Santa Fe Springs		Los Angel		90670
Same	dy		State	
150 of R → Color V	ehicle Fuel Station	<b>X</b> 0 ≈ Other		
Number of Tanks at this Facility Rural Areas Control Only	ld projes	Sec	ion	
III 24 Hour Emergency Contact Person				
Dusc State district and High and Hermite what unit of		ontfort 217	446-1	909
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IV Description		Containes N	mber III Iber	is no number ass an ore
XII or Tank □ 27 Sump □ 01 Lagoon Pil or Pond □ 04 Other □		<b>I</b>	90	
B Manutacturer (if appropriate) Buehler Year of Mtg	1969	Year Installed	1969	Unknown
D Container Capacity 6000 gallons 🗆 Unknown E Containe	er Repairs 🖰 a No	ne □~ Unknown	🗆 🛭 ı Yes	Year
F is Container currently used? 🗗 Yes. □ ≈ No. If No. year of t	ast use			🗆 cs Unknow
G Does the Container Store (Check One) 口可Waste 図: Produ	uc1			·
H Does the Container Store Motor Vehicle Fuel or Waste Oil? De	Yes 💆 no	If Yes Check appro-	oriate boxi	(es)
☐ or Unleaded ☐ or Regular ☐ or Premium ☐ or Diesel ☐ 55.1	Waste Oil □ ∞ Oti	her (List)	- · .— - · · · · · · · · · · · · · · · · · ·	
V Container Construction				
A Thickness of Primary Containment 1/4 Gauge XI Inc	ches 🗆 cm 🔲 L	Inknown		<del></del>
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D 🕰 Carbon Steel 🔲 🛭 2 Stainless Steel 🗀 0 Fiberglass	□ - Polyvinyl Chlo	oride 🗆 es Concre	ie □ %	Aluminum
☐ or Steel Clad ☐ re Bronze ☐ re Composite ☐ re Non	metallic 🔲 ii	Earthen Walls		
🗆 12 Unknown 🗆 11 Other				
E Doi Rubber Lined Dis Alkyd Lining Die Epicky Lining	🗖 Phenolic Linii	ng 🛮 🖰 Glass Lin	ng 🗀	& Clay Lining
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F. Q. a. Polymblene Wrap.   Q. Vinyl Wrapping   D. Carrie te	Product in Di	Unitrosa [] th	one X	. m. Tar t

VI Piping	e	
A Associated Piping 🔲 Above Ground 💆 2 Underground	☐ ~ Vaulted	
B Underground Piping 🔲 or Gravity 🗀 or Pressure 🛣 i Suc	ion 🔲 4 Unknown	
C Piping Repairs XII None In Unknown I i Yes	Year of most recent repair	
VII Leak Detection		
X□ > Visual	Soilf Wells 🗆 🗷 Sensor Instr	ument
☐ 66 Ground Water Monitoring Wells	ernal Inspection 🗆 🥆 None	
Other		
VIII Chemical Composition of Materials Currently or Previously on the riked yes to IV-H you are not required to complete this proba-	usly Stored in Underground	d Containers
currently previously CAS # (If known) Chemical /	i Novi SA Comminical Summi (USF ad Mona)	דיונאי והי שיכוה ולמוחד
X500 D02	loroethylene	
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□ 11   □ ^2		
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Is Container located on an Agricultural Farm? 🗆 (Yes 🖔 No		
IX IMPORTANT! Read instructions before signing		
Signature: The form must be signed by 11 a principal execution of the 10 or at the low-investign inspects for the overall operation of the facility, who is the transfer are to raining efficient (flicial or authorized representative et a prilitie authorized representative). This form has been completed under the penalty of perfury and to the bost of military.	ос нь д. 2) и дерега! рэмгэр фгироет	opropresentation. The reconsistentative or or 3) a principal executive officer.
Simon Minus W Linklele		6/28/84
THOMAS DONALDSON	General Manager	213 946-6471

Owner	=	: 		
CPC INTERNATIONAL				
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International Plaza	Englewo	od Cliff	NJ	07632
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213 946-6471 De Motor Vehicle F	uel Station 😡 2	Other Contr	act	Packager
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II 24 Hour Emergency Contact Person				··
Days Name president and Physical September 1995	· · · · · · · · · · · · · · · · ·		110	1000
ohnsen, Montfort 217 442-1400 John	sen, Mont	IOPE 217	446-	1909
COMPLETE THE FOLLOWING ON A SEPARAT	E FORM FOR	EACH CONT	TAINE	3
IV Description				
A 知可 Tank 口证 Sump 口血 Lagoon Pit or Pond 口如 Other		Container Num 10U		ris no nuit bur assign one)
B Manufacturer (if appropriate) BuehlerYear of Mig1969	C Yea	r installed _19	69	🗆 Unknown
D Container Capacity 6000_ gallons □ Unknown E Container Repa	rs 🛛   None 🗆	] or Unknown □	c3 Yes	Year
F Is Container currently used? Xin Yes				🗆 03 Unknown
G Does the Container Store (Check One) □□ Waste 🖾 Product				
H Does the Container Store Motor Vehicle Fuel or Waste Oil? 🗆 ai Yes	X No It Yes	Check appropri	ate box	(es)
□ or Unleaded □ oz Regular □ os Premium □ os Diesel □ os Waste C	)d □ is Other (Li	st)		
V Container Construction				
A Thickness of Primary Confainment 1/4 Gauge & Inches	] cm   Unknow	'n		
B □ or Vaulted (Located in an underground Vault ) 💆 🖯 Non-vaulted	□ at Unknown			
C 🗆 🕫 Double Walled 🎽 🕫 Single Walled 🗆 🗅 Lined 🔘 + Wrapp	ed 🗆 es Unkno	own 🗆 🧀 Non	e	
D 🕹 or Carbon Steet 🗆 or Stainless Steet 🗆 or Fiberglass 🕞 → Po	lyvinyl Chloride	🛘 05 Concrete	□ ··s	Aluminum
□ or Sleel Clad □ os Bronze □ os Composite □ is Non-metallic	□ n Earthe	en Walls		
🗆 12 Unknown 🗀 13 Other				
E 🔘 oi Aubber Lined 🕒 oz Alkyd Lining 🗎 in Epoxy Lining 🗀 ii Pr	ienolic Lining	🗆 us Glass Lining	) [] (	× Clay Lining
Ø o• Unlined □ on Unknown □ •• Other				
Doi Polyethlene Wrop Die Vingt Wrapping Die Cathodic Profesti	in Diction	Sen Or Non	 بخ م	a Olbu, Tar bi

VI Pipi	ng				÷		-
A Assoc	iated Piping	g □n Abc	ve Ground 🕮	2 Underground	□ ↔ Vaulted		
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VII Lea	sk Detecti	ion					
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□ ne G	round Wate	er Monitoring Wells	S 🗴 🔊 Pressure	e Test - 🗆 🕒 lint	ernal Inspectio	n □ w None	
□ :n O	ther	<del></del>					
VIII C	hemical (	Composition of tyes to IV. Highly	Materials Curre	ently or Previou	isly Stored i	n Underground	f Containers
currently	previously 51 c 1	CAS # Iff to well		Chemical U	Age College of Commission	e foliar i per i presidenti a	الانام إمد بندرة بمرابنا
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THO	MAS W.	DONALDSO	N		General	Manager	213 946-6471

I Owner						···			·
CPC INTERNAT	IONAL								
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B Manufacturer (if approp	orate) Bue	hler ve	ear of 1.11g	1969 _	\c	Year Instailed .	_196	9	Unknow-
D Container Capacity 60	000 gallor	s D Unknown	E Contain	er Repairs	Ø i Nor	ne 🛛 : Unknow	n 🗆	· Yes	Year
F Is Container currently u	sed? 🐔	Yes   No	It No year of	last use					Der Unknown
G Does the Container Ste	ore (Check (	One) 🗆 · Was	te XD Prod	Junt			<del></del>		
H Does the Container St	ore Motor Ve	hicle Fuel or W	aste Oil?	i Yes 🕸	014	II Yes Check ap	ргориа	ie boxi	es)
□ in Unleaded □ or B	egular 🗆 🗅	Premium 🗆 14	Diesel 🛛	v. 1816 Oil	□ • OIt	ner (List)	<b></b>		
V Container Construc	tion								
A Thickness of Primary (	Containment	1/4	Gauge 🛭 Ir	nches 🗆 c	ım 🗆 U	nknown			<del></del>
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A Associated Piping Dis Above Ground Control Control	
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C Piping Repairs:	
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ಡೆn Visual ರಾಖ Stock Inventory 🗆 ು Tile Drain 🗆 ು Vapor Snift Wells 🗀 ≀ Sensor In	strument
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Is Container located on an Agricultural Farm? 🗆 e Yes - 💥 - No	
IX IMPORTANT! Read instructions before signing	
Signature. The form must be stated by 1 if a principal executive. Hence at the text of sich president or by an instrument be responsible for the overall operation of the facility where the tack(s) are located, 2 if a general partition propriating elected official or authorized representative of a public agency.  This form has been completed under the penalty of perfury and 10 the best of my knowledge is true and correct.	metor or 3) a principal executive officer
X Monarto Dinaide	6/28/84
Protection Congress Manager	- 213 946-6471

GEOTECHNICAL INVESTIGATION PETERSON/PURITAN, INC. 9101 SOUTH SORENSEN AVENUE SANTA FE SPRINGS, CALIFORNIA SCI 157.002

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# Prepared for:

Dr. Wane Schneiter Aqua Terra Technologies 171 12th Street, Suite 201 Oakland, California 94607

By:

R. William Rudolph Civil Engineer 32136

James P. Bowers Civil Engineer 28962

Subsurface Consultants, Inc. 171 12th Street, Suite 201 Oakland, California 94607

January 3, 1985

## I INTRODUCTION

This report records the results of services provided by Subsurface Consultants, Inc. (SCI) for a subsurface contamination assessment at the Peterson/Puritan Inc. facility in Santa Fe Springs, California. The facility is located at 9101 South Sorensen Avenue. The investigation was part of a tank closure program being conducted by Aqua Terra Technologies for CPC International. The approximate location of the tanks investigated is shown on Plate 1, Site Plan.

The purpose of the investigation was to explore subsurface conditions and obtain samples of the soils below the tanks to evaluate whether there has been any leakage in the past.

### II SITE DESCRIPTION

The groundsurface near the tanks is essentially level and covered with concrete pavement. The pavement is badly cracked in several areas near the tanks. Large stainless steel tanks occupy above ground areas near many of the tanks. Tanks 1 through 4 are situated directly below several of the above grade tanks.

#### III FIELD INVESTIGATION

· -

Subsurface conditions were explored by drilling nine test borings at the locations shown on Plate 1 using 8-inch-diameter, hollow stem auger drilling equipment. Borings 1 through 8 were drilled on an incline, estimated to be about 15 degrees from vertical. The direction of drilling is indicated on Plate 1. Overhead utility conflicts prevented Test Boring 9 from being drilled on an incline; instead, it was drilled vertically. Test Borings 1 through 8 were about 40 feet deep; Boring 9 was terminated at 20 feet because of drilling equipment malfunction. No further attempts were made to complete Boring 9 to the desired depth because (1) at the time, suitable substitute drilling equipment was not available, and (2) repairs to the equipment were going to take a week or more to complete. Because of these and economic considerations, the decision to terminate the boring at 20 feet was made. All borings were filled with a cement/bentonite grout upon completion of drilling. The surface was patched with concrete to match existing grades.

# Soil Sampling

Our registered geologist observed drilling operations, prepared detailed logs of the borings and obtained soil samples. In general, soil samples were obtained at depths of 2, 5, 10, 15, 20, 30 and 40 feet. Soil conditions in several test borings (i.e. flowing sands) were such that samples could not always be obtained at the desired depths. The logs of the borings are

presented on Plates 2 through 10. Soil samples were obtained in 2.5-inch-diameter brass liners using a Modified California Drive sampler having an outside diameter of 3.0 inches and an inside diameter of 2.5 inches. The sampler was driven with a 140 pound hammer with a 30 inch fall. The blows required to drive the sampler were recorded and are presented on the boring logs. Teflon sheeting was placed between the liner caps and the soil samples; the caps were then sealed with plastic tape and marked for identification. All samples were refrigerated after labeling. The samples were shipped daily to an analytical laboratory, along with appropriate Chain of Custody forms.

The soil sampler, soil sample tubes and the augers used for drilling were thoroughly steam cleaned prior to their initial use. The sampler, tubes and augers were steam cleaned between each subsequent use to reduce the likelihood of cross contamination between samples and/or borings.

# Contaminated Materials Control

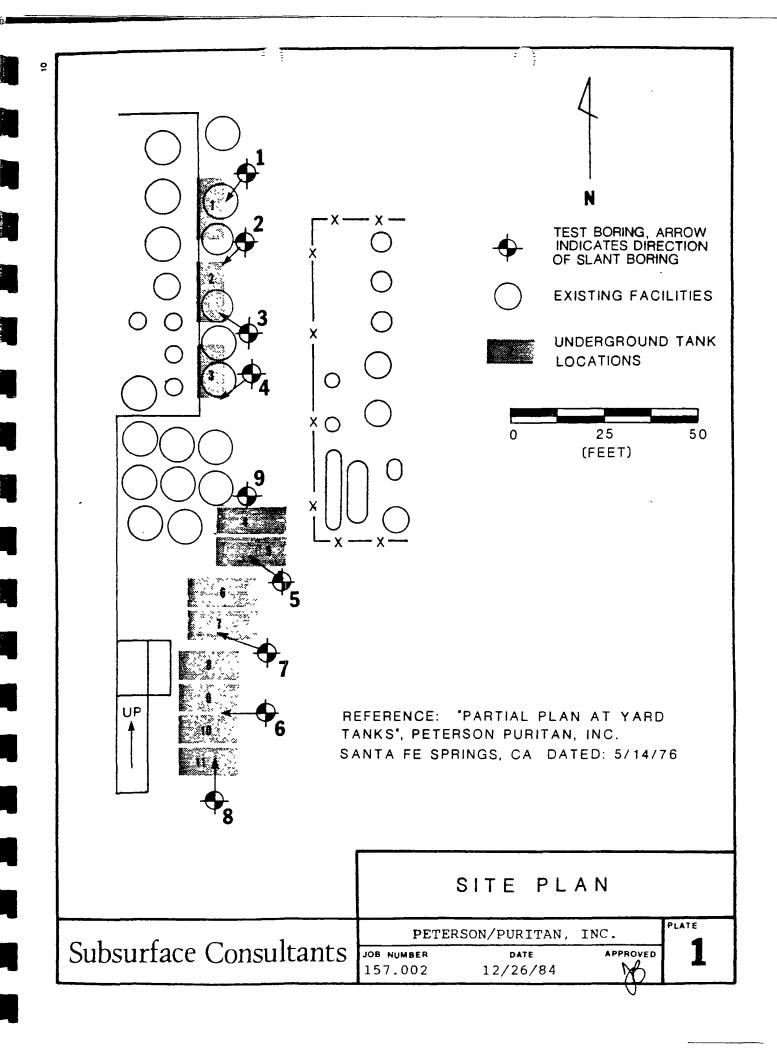
Soil cuttings from the borings were placed adjacent to drilling locations. The cuttings were covered with heavy plastic sheeting which was secured by heavy blocks of concrete. The soil cuttings will be disposed of once chemical analyses are complete.

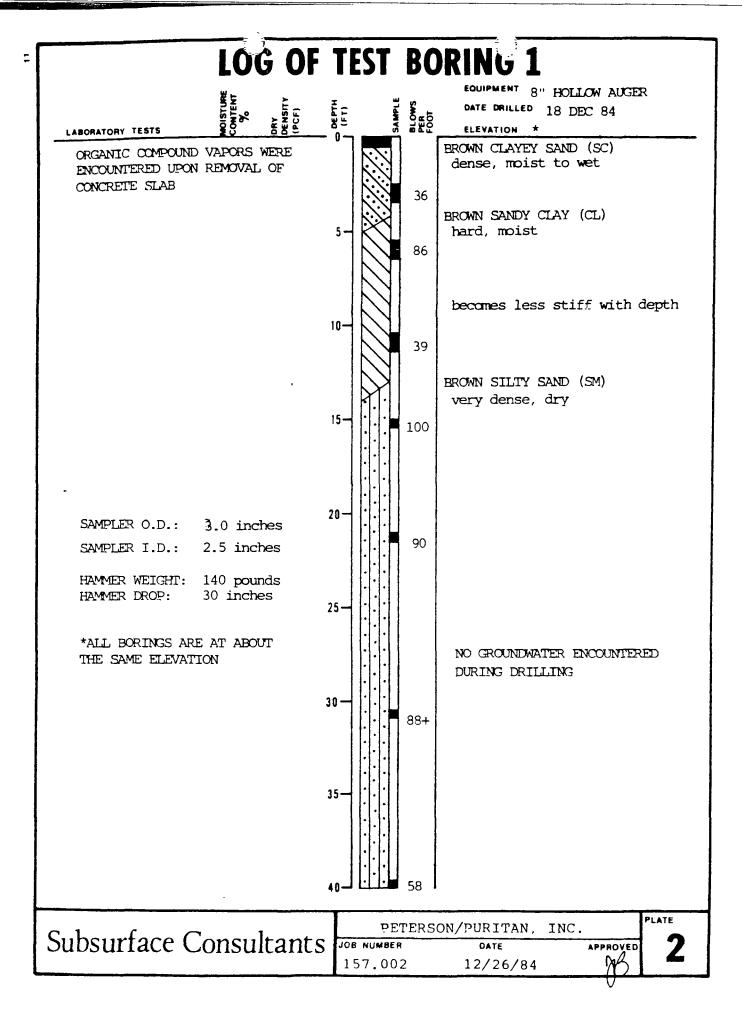
#### IV SUBSURFACE CONDITION

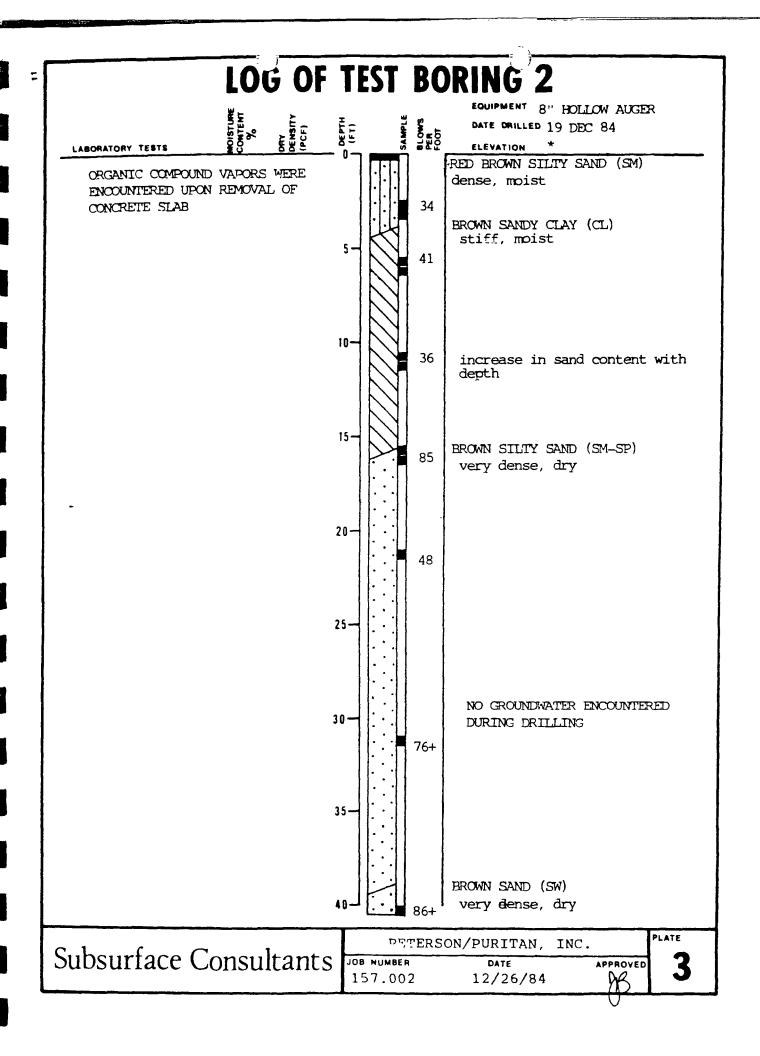
The concrete slab covering the area varies from 3 to 7 inches thick at drilling locations. Beneath the slab, the borings encountered a surface layer of stiff, clayey soil ranging in thickness from 4 to 16 feet. In general, the clayey soil layer thickened toward the north. Beneath the clayey surface soils, dense to very dense sandy materials were encountered to the maximum depths explored. The sandy soils varied from clean, poorly to well graded sands to soils containing significant (20 to 40 percent) quantities of silt, and to a lesser degree, clay. Relatively thin, discontinuous layers of sandy silt and clay exist within the sandy soils; the thicker layers are indicated on the boring logs.

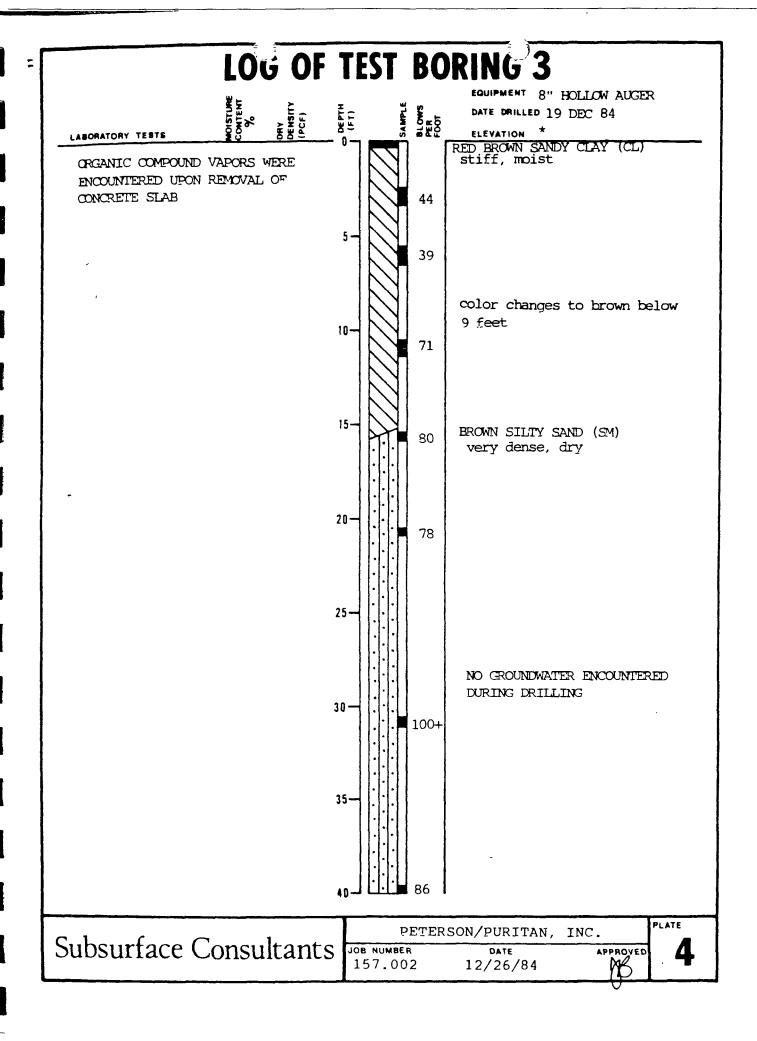
Relatively strong organic compound vapors were encountered upon removal of the concrete pavement at all drilling locations. In addition, a black stain was observed on the soil surface directly below the concrete slab at most drilling locations.

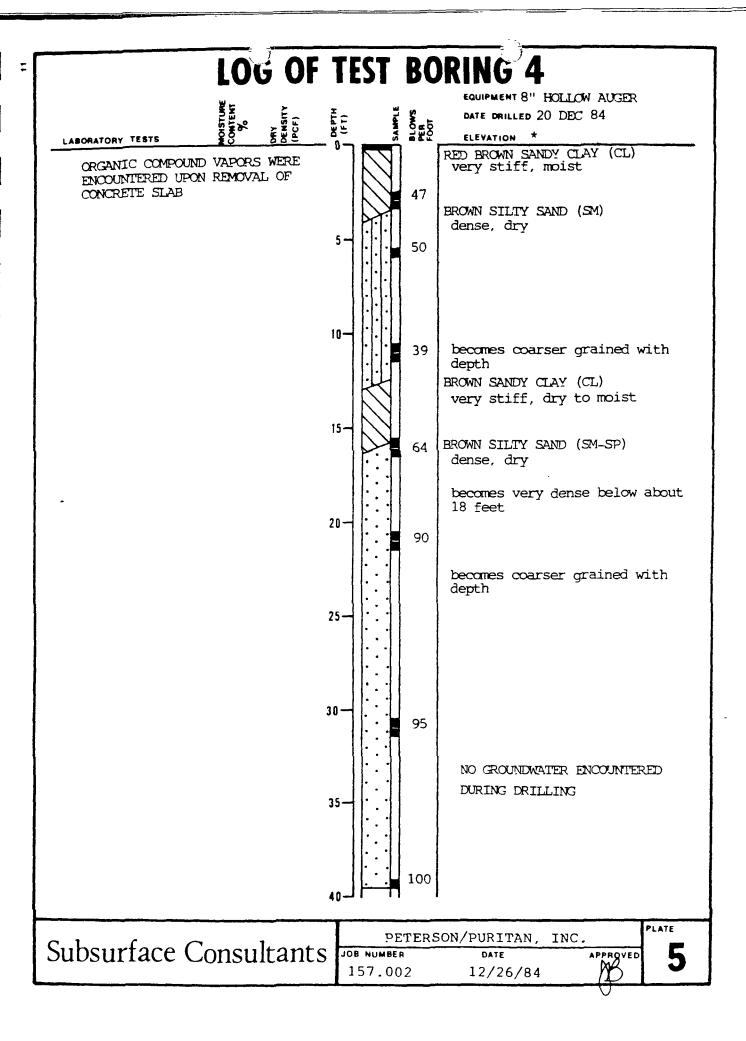
Groundwater was not encountered in any of the test borings drilled during the investigation. Published hydrogeologic data indicates that groundwater exists 50 to 60 feet beneath the groundsurface (Los Angeles County Flood Control Hydrologic Report, October 1982).

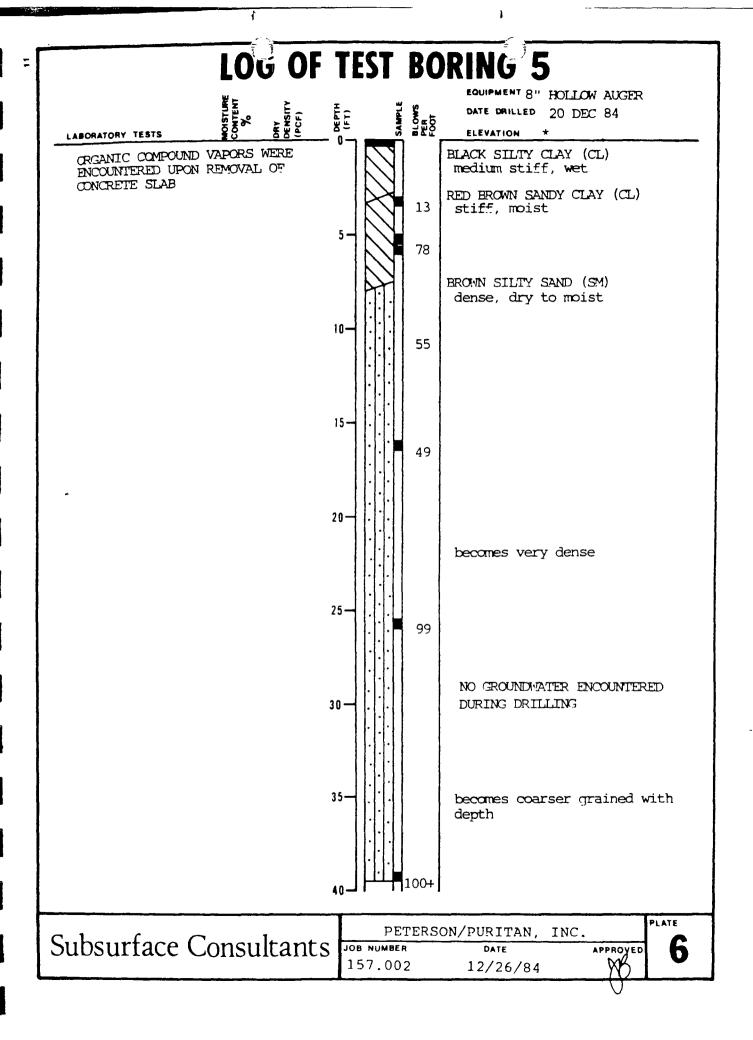


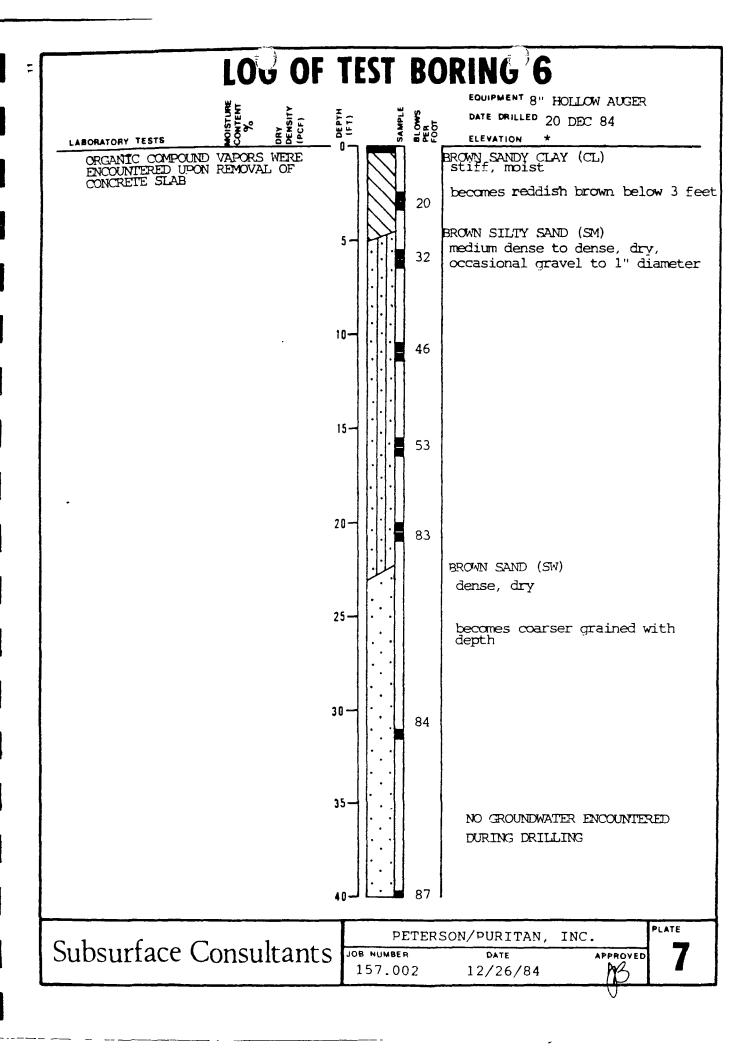


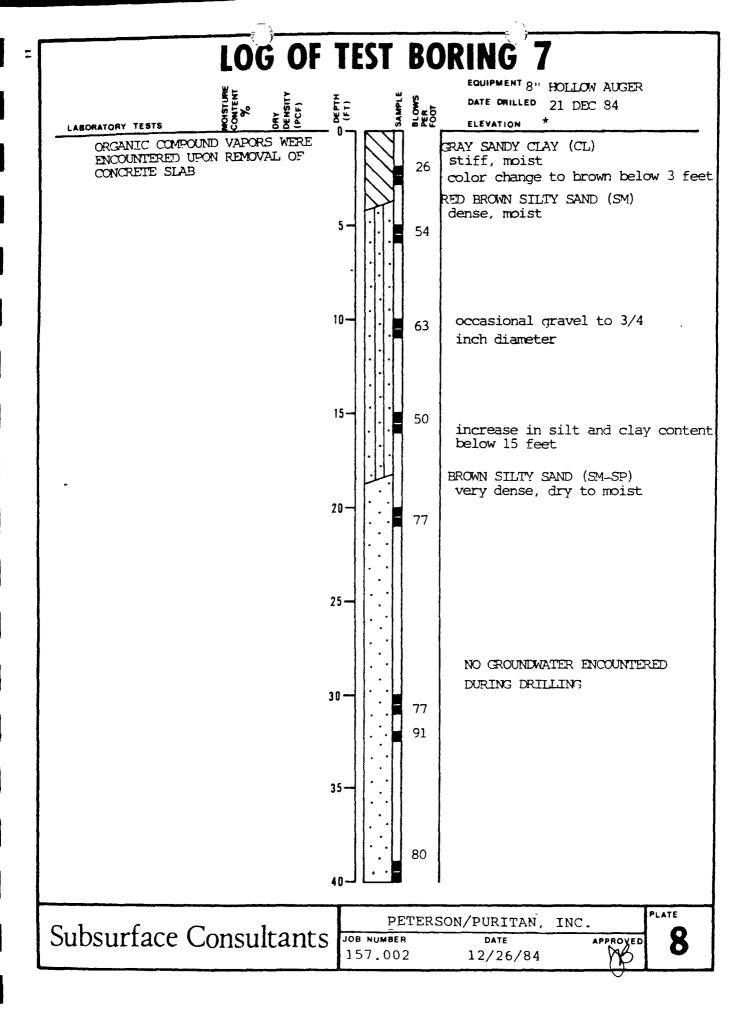


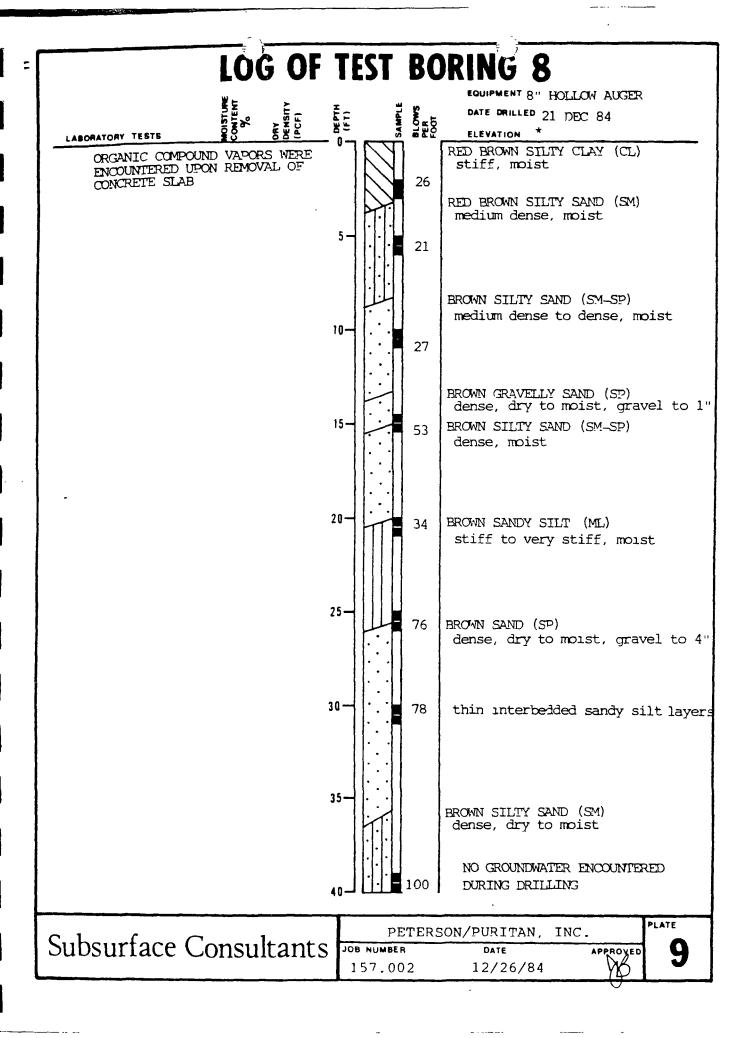


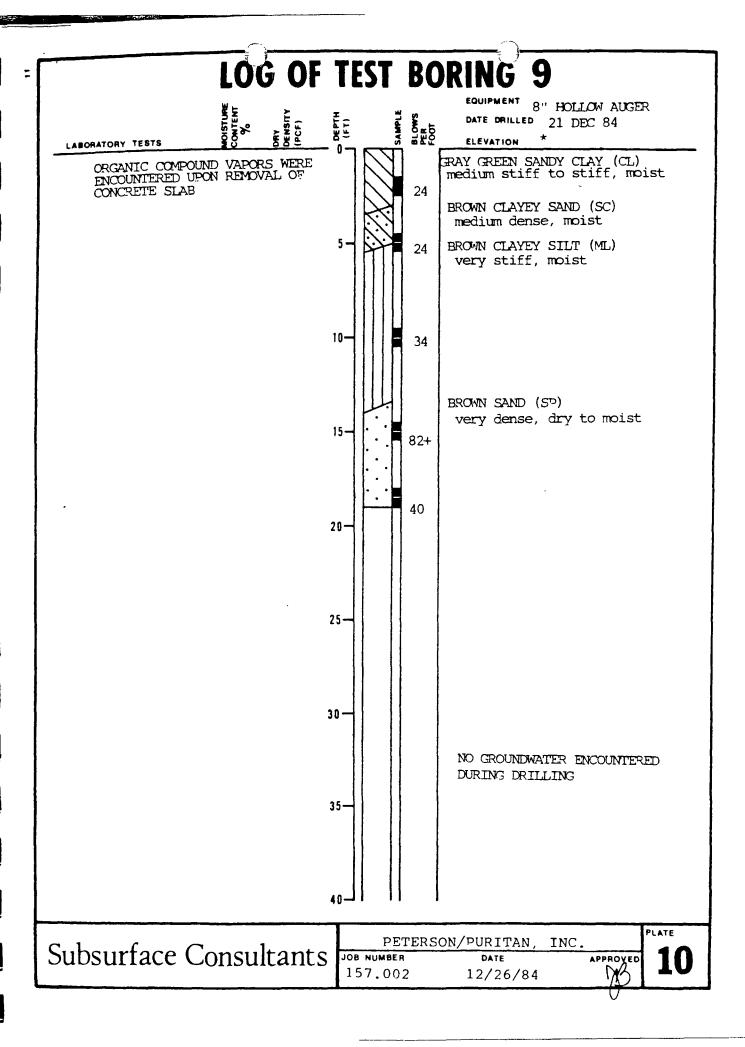












## Thermo Electron

## **EAL** Corporation

2030 Wright Avenue Richmond California 94804 (415) 235-2633 (TWX) 910-382-8132

Aqua Terra Technology 171-12th Street Suite 201 Oakland, CA 94607

Attention: Dr. Wane Schneiter

January 4, 1985

Samples Received: 12/20/84 EAL W.O. No.: 485200-3320-1

#### ANALYSIS REPORT

Sample Identification		1 @ 21.0	2 @ 10.5	2 @ 31.0
Analysis	Units	3320-1-8	3320-1-15	3320 <b>-</b> 1-19
		=======================================	955554443£255	
Butyl cellosolve	ppb	<10	<10	<10
Methylene Chloride	ppb	<1	33	<1
1,1,1-trichloroethane	ppb	<1	8	8
Mineral Spirits	ppb	<10	<10	<10

Harry Y. Gee

Program Manager

HYG/dss

Date: January 4, 1985

EAL Lab No.: 3320-1-1

Client I.D.: 1 @ 2.5

VOLATILES	ng/g(ppb)	VOLATILE	ng/g(ppb)
benzene	< 1	trans-1,3-dichloropropene	< 1
carbon tetrachloride	< 1	cis-1,3-dichloropropene	< 1
chlorobenzene	< 1	ethylbenzene	< 1
1,2-dichloroethane	< 1	methylene chloride	< 1
1,1,1-trichloroethane	18	chloromethane	< 1
1,1-dichloroethane	13	bromomethane	< 1
1,1,2-trichloroethane	< 1	bromoform	< 1
1,1,2,2-tetrachloroethane	< 1	bromodichloromethane	< 1
chloroethane	< 1	fluorotrichloromethane	< 1
2-chloroethylvinyl ether	< 1	dichlorodifluoromethane	< 1
chloroform	< 1	chlorodibromomethane	< 1
1,1-dichloroethene	< 1	tetrachloroethene	17
trans-1,2-dichloroethene	33	toluene	< 1
1,2-dichloropropane	< 1	trichloroethene	5
		vinyl chloride	< 1
	NON-PRIORI	TY POLLUTANT	
carbon disulfide	< 1	acetone	<10
4-methyl-2-pentanone	<10	2-butanone	<20
styrene	< 1	2-hexanone	<10
vinyl acetate	< 2	xylenes	10

Date: January 4, 1985

EAL Lab No.: 3320-1-5

Client I.D.: 1 @ 10.5

#### PRIORITY POLLUTANT DATA SHEET

5 1

VOLATILES	ng/g(ppb)	VOLATILE	ng/g(ppb)
benzene	< 1	trans-1,3-dichloropropene	< 1
carbon tetrachloride	< 1	cis-1,3-dichloropropene	< 1
chlorobenzene	< 1	ethylbenzene	< 1
1,2-dichloroethane	< 1	methylene chloride	< 1
1,1,1-trichloroethane	17	chloromethane	< 1
1,1-dichloroethane	< 1	bromomethane	< 1
1,1,2-trichloroethane	< 1	bromoform	< 1
1,1,2,2-tetrachloroethane	< 1	bromodichloromethane	< 1
chloroethane	< 1	fluorotrichloromethane	< 1
2-chloroethylvinyl ether	< 1	dichlorodifluoromethane	< 1
chloroform	< 1	chlorodibromomethane	< 1
1,1-dichloroethene	< 1	tetrachloroethene	8
trans-1,2-dichloroethene	19	toluene	< 1
1,2-dichloropropane	< 1	trichloroethene	< 1
		vinyl chloride	< 1
	NON-PRIORI	TTY POLLUTANT	
carbon disulfide	< 1	acetone	<10
4-methyl-2-pentanone	<10	2-butanone	<20
styrene	< 1	2-hexanone	<10
vinyl acetate	< 2	total xylenes	7

Date: January 4, 1985

EAL Lab No.: 3320-1-11

Client I.D.: 2 @ 2.5

VOLATILES	ng/g(ppb)	VOLATILE	ng/g(ppb)
benzene	< 1	trans-1,3-dichloropropene	< 1
carbon tetrachloride	< 1	cis-1,3-dichloropropene	< 1
chlorobenzene	< 1	ethylbenzene	< 1
1,2-dichloroethane	< 1	methylene chloride	129
1,1,1-trichloroethane	85	chloromethane	< 1
1,1-dichloroethane	36	bromomethane	< 1
1,1,2-trichloroethane	< 1	bromoform	< 1
1,1,2,2-tetrachloroethane	< 1	bromodichloromethane	< 1
chloroethane	< 1	fluorotrichloromethane	< 1
2-chloroethylvinyl ether	< 1	dichlorodifluoromethane	< 1
chloroform	< 1	chlorodibromomethane	< 1
1,1-dichloroethene	< 1	tetrachloroethene	31
trans-1,2-dichloroethene	52	toluene	< 1
1,2-dichloropropane	< 1	trichloroethene	7
		vinyl chloride	< 1
	NON-PRIORI	TY POLLUTANT	
carbon disulfide	< 1	acetone	54
4-methyl-2-pentanone	<10	2-butanone	<20
styrene	< 1	2-hexanone	<10
vinyl acetate	< 2	xylenes	<10

# Thermo Electron

## **EAL** Corporation

2030 Wright Avenue Richmond, California 94804 (415) 235-2633 (TWX) 910-382-8132

Aqua Terra Technology 171-12th Street Suite 201 Oakland, CA 94607 January 5, 1985

Sample Received: 12/21/84 EAL W.O. No.: 485200-3320-2

Attention: Dr. Wane Schneiter

#### ANALYSIS REPORT

Sample Identification		3 @ 10.5	3 @ 21.5	4 @ 10.5
Analysis	Units	3320-2-5	3320-2-8	3320-2-14
x=====================================	========	=======================================	*========	=======================================
Ethanol	ppb	5	5	3
Methylene Chloride	ppb	<1	<1	14
1,1,1-trichloroethane	ppb	64	7	ND
Trans-1,2-dichloroethene	ppb	51	<1	104
Butyl cellosolve	ppb	<10	<10	< 10

Sample Identification		4 @ 15.5	4 @ 20.5	4 @ 30.5
Analysis	Units	3320-2-16	3320-2-18	3320-2-20
=======================================	========		=======================================	
Ethanol	ppb	ND	3	<1
Methylene Chloride	ppb	5	240	<1
1,1,1-trichloroethane	ppb	ND	ND	3
Trans-1,2-dichloroethene	ppb	ND	<1	1
Butyl cellosolve	ppb	<10	ND	ND

ND = Not detected

Harry Y. Gee /

Program Manager

HYG/dss

Date: January 4, 1985

EAL Lab No.: 3320-2-1

Client I.D.: 3 @ 2.5

VOLATILES	ng/g(ppb)	VOLATILE	ng/g(ppb)
benzene	< 1	trans-1,3-dichloropropene	< 1
carbon tetrachloride	< 1	cis-1,3-dichloropropene	< 1
chlorobenzene	< 1	ethylbenzene	< 1
1,2-dichloroethane	< 1	methylene chloride	< 1
1,1,1-trichloroethane	55	chloromethane	< 1
1,1-dichloroethane	11	bromomethane	< 1
1,1,2-trichloroethane	< 1	bromoform	< 1
1,1,2,2-tetrachloroethane	< 1	bromodichloromethane	< 1
chloroethane	< 1	fluorotrichloromethane	< 1
2-chloroethylvinyl ether	< 1	dichlorodifluoromethane	< 1
chloroform	< 1	chlorodibromomethane	< 1
1,1-dichloroethene	< 1	tetrachloroethene	34
trans-1,2-dichloroethene	44	toluene	< 1
1,2-dichloropropane	< 1	trichloroethene	10
		vinyl chloride	< 1
	NON-PRIORI	TY POLLUTANT	
carbon disulfide	< 1	acetone	227
4-methyl-2-pentanone	<10	2-butanone	<20
styrene	< 1	2-hexanone	<10
vinyl acetate	< 2	xylenes	<10

Date: January 4, 1985

EAL Lab No.: 3320-2-11

Client I.D.: 4 @ 2.5

VOLATILES	ng/g(ppb)	VOLATILE	ng/g(ppb)
benzene	· < 1	trans-1,3-dichloropropene	< 1
carbon tetrachloride	< 1	cis-1,3-dichloropropene	< 1
chlorobenzene	< 1	ethylbenzene	< 1
1,2-dichloroethane	< 1	methylene chloride	131
1,1,1-trichloroethane	36	chloromethane	< 1
1,1-dichloroethane	36	bromomethane	< 1
1,1,2-trichloroethane	< 1	bromoform	< 1
1,1,2,2-tetrachloroethane	< 1	bromodichloromethane	< 1
chloroethane	< 1	fluorotrichloromethane	< 1
2-chloroethylvinyl ether	< 1	dichlorodifluoromethane	< 1
chloroform	< 1	chlorodibromomethane	< 1
1,1-dichloroethene	< 1	tetrachloroethene	27
trans-1,2-dichloroethene	522	toluene	< 1
1,2-dichloropropane	< 1	trichloroethene	56
		vinyl chloride	< 1
	NON-PRIORI	TY POLLUTANT	
carbon disulfide	< 1	acetone	<10
4-methyl-2-pentanone	<10	2-butanone	<20
styrene	< 1	2-hexanone	<10
vinyl acetate	< 2	xylenes	<10



### **EAL Corporation**

2030 Wright Avenue Richmond California 94804 (415) 235-2633 (TWX) 910-382-8132

Aqua Terra 171-12th Street

Suite 201

Oakland, CA 94607

Attn: Dr. Wane Schneiter

Date: January 4, 1985 EAL Lab No.: 3320-3-6

Client I.D.: Composite 6 & 16

#### PRIORITY POLLUTANT DATA SHEET

VOLATILES	ng/g(ppb)	VOLATILE	ng/g(ppb)
benzene	< 1	trans-1,3-dichloropropene	< 1
carbon tetrachloride	< 1	cis-1,3-dichloropropene	< 1
chlorobenzene	< 1	ethylbenzene	< 1
1,2-dichloroethane	< 1	methylene chloride	< 1
1,1,1-trichloroethane	< 1	chloromethane	< 1
1,1-dichloroethane	< 1	bromomethane	< 1
1,1,2-trichloroethane	< 1	bromoform	< 1
1,1,2,2-tetrachloroethane	< 1	bromodichloromethane	. < 1
chloroethane	< 1	fluorotrichloromethane	< 1
2-chloroethylvinyl ether	< 1	dichlorodifluoromethane	< 1
chloroform	< 1	chlorodibromomethane	< 1
1,1-dichloroethene	< 1	tetrachloroethene	< 1
trans-1,2-dichloroethene	< 1	toluene	14
1,2-dichloropropane	< 1	trichloroethene	< 1
		vinyl chloride	< 1
	NON-PRIOR	ITY POLLUTANT	
carbon disulfide	< 1	acetone	<10
4-methyl-2-pentanone	<10	2-butanone	<20
styrene	< 1	2-hexanone	<10
vinyl acetate	< 2	xylenes	3

Harry Y. Gee

Program Manager

HYG/dss

Date: January 4, 1985

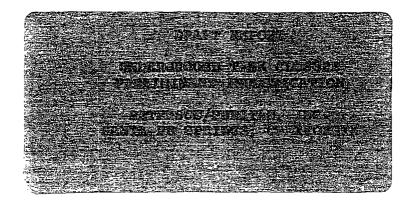
EAL Lab No.: 3320-3-26

Client I.D.: Composite 26 & 36 & 51

VOLATILES	ng/g(ppb)	VOLATILE	ng/g(ppb)
benzene	< 1	trans-1,3-dichloropropene	< 1
carbon tetrachloride	< 1	cis-1,3-dichloropropene	< 1
chlorobenzene	< 1	ethylbenzene	< 1
1,2-dichloroethane	< 1	methylene chloride	13
1,1,1-trichloroethane	< 1	chloromethane	< 1
1,1-dichloroethane	< 1	bromomethane	< 1
1,1,2-trichloroethane	< 1	bromoform	< 1
1,1,2,2-tetrachloroethane	< 1	bromodichloromethane	< 1
chloroethane	< 1	fluorotrichloromethane	< 1
2-chloroethylvinyl ether	< 1	dichlorodifluoromethane	< 1
chloroform	< 1	chlorodibromomethane	< 1
1,1-dichloroethene	< 1	tetrachloroethene	< 1
trans-1,2-dichloroethene	< 1	toluene	4
1,2-dichloropropane	< 1	trichloroethene	< 1
		vinyl chloride	< 1
	NON-PRIORI	TY POLLUTANT	
carbon disulfide	< 1	acetone	<10
4-methyl-2-pentanone	<10	2-butanone	<20
styrene	< 1	2-hexanone	<10
vinyl acetate	< 2	xylenes	2



# AQUA TERRA TECHNOLOGIES Environmental Consultants





January 8, 1985

Mr. Randy M. Mott Breed, Abbott & Morgan International Square 1875 Eye Street, N.W. Washington, DC 20006

Subject: Underground Tank Closure Peterson/Puritan, Inc.

Santa Fe Springs, California

Dear Mr. Mott:

We are pleased to submit the results of our soil sampling and analysis program for the subject facility. The draft report is submitted in accordance with Task 4 of our proposal dated December 10, 1984.

The draft report describes our sampling and analytical procedures, findings, and conclusions, and provides a description of further action. Appended are the report of our geotechnical subconsultant and the analytical laboratory reports.

Following your review, the report will be finalized and submitted to the Los Angeles County Engineer's Office, the City of Santa Fe Springs Fire Department, the DHS, the RWQCB, and the South Coast Air Quality Management District (SCAQMD). Once these agencies has concurred with the proposed further action, a specification for closure of the tanks would be prepared and closure construction would begin.

It is recommended that further action proposed to the regulatory agencies be limited to grouting Tanks 1 through 3 and removing Tanks 4 through 11. However, regulatory agencies may determine the soil to be hazardous based on nonspecific, judgmental criteria. For example, the RWQCB may require that soils be excavated for disposal in a Class I site. Therefore, in order to obtain the concurrence of the regulatory agencies, the following additional action may be required:

O Prepare and submit an application to DHS requesting classification of site soils as nonhazardous.



- Remove fractured concrete overlying Tanks 1 through 3 and excavate several inches of soil for which the highest concentrations of chemicals were detected. This area would then be resurfaced with concrete to match existing grade.
- O Place one or more groundwater monitoring wells to confirm that chemicals have not migrated to groundwater.

If you have any questions or wish to discuss this report in greater detail, please contact us.

Sincerely,

R. Wane Schneiter, Ph.D., P.E.

Project Manager

RWS:lg Enclosure

cc: Peter M. Roncetti, CPC International



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#### INTRODUCTION

Peterson/Puritan, Inc. operated a product packaging facility at 9101 South Sorensen Avenue in Santa Fe Springs, California until September, 1984. In anticipation of the sale of the property and due to recently implemented requirements of the Los Angeles County Engineer's Office for underground tanks, Peterson/Puritan has elected to close the 11 underground tanks located at the site. The location of the tanks is shown on Figure 1.

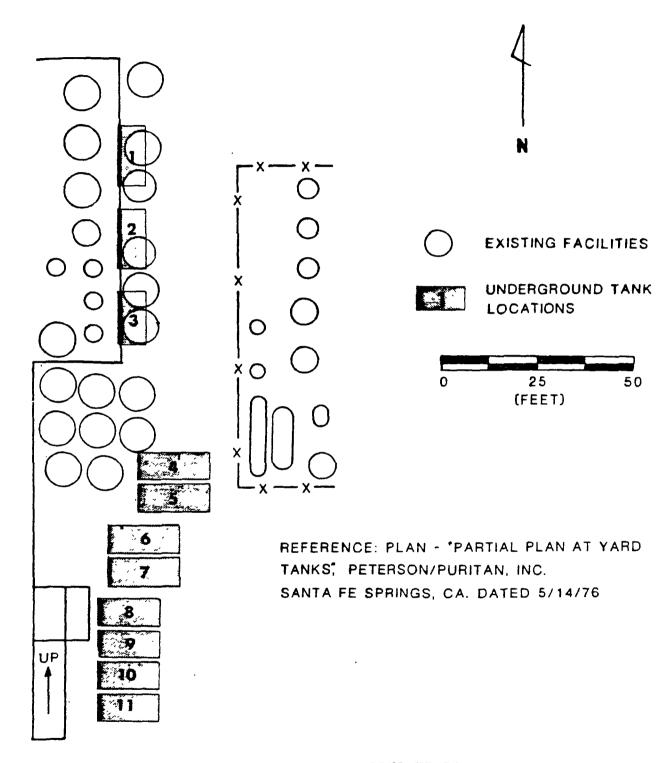
: 7

The 11 underground tanks are constructed of carbon steel and vary in capacity from 6,000 to 7,000 gallons. Tanks 1 through 3 were placed in 1966, Tanks 4 through 7 were placed in 1972, and Tanks 8 through 11 were placed in 1969. Hazardous Substance Storage Statements (HSSS) which describe the tanks in some detail, and which are required by the State Water Resources Control Board (SWRCB), are provided in Appendix A. A summary of the historical contents of the tanks is presented in Table 1.

A preliminary construction cost estimate for closing the tanks indicated it to be more cost effective to remove the tanks which are accessible for excavation, and to leave those tanks in place which are inaccessible due to the proximity of above ground tanks and other structures. The cost advantage associated with tank removal results from the volume of grout required to fill the tanks and from economies gained during excavation by the close proximity of tanks to each other. On this basis, it was determined that Tanks 1 through 3, which are located beneath existing above ground tanks, be grouted in place, and that Tanks 4 through 11 be removed.

The tank closure process was divided into two phases. Phase I - Preliminary Investigation was performed to provide an evaluation of prior leakage of materials from the tanks. Phase II - Closure Construction will involve the actual physical closure of the tanks by grouting and removal.

Prior to commencing the preliminary investigation, an Underground Tank Closure Plan was submitted to the County Engineer's Office on December 12, 1984 for review and concurrence with the proposed work. Following receipt of comments from and discussions with the County Engineer's Office staff regarding the December 12 Plan, a revised plan was transmitted to the County Engineer's Office on December 17, 1984. Verbal approval of the December 17 Plan was received by Aqua Terra Technologies from Mr. Nick Agbobu of the County Engineer's Office on December 17, 1984. Copies of the December 17 Plan were transmitted to the City of Santa Fe Springs Fire Department, the Los Angeles Regional



AQUA TERRA
PETERSON/PURITAN, INC.
SANTA FE SPRINGS, CALIFORNIA
LOCATION OF UNDERGROUND TANKS
FIGURE 1



Table 1. Summary of Chemicals Reported to be Stored in Underground Tanks
Peterson/Puritan, Inc., Santa Fe Springs, CA.

= 7

= 3

Tank	Contents
1	Aliphatic Hydrocarbon Butyl Cellosolve Methylene Chloride 1,1,1-Trichloroethane
2	Butyl Cellosolve Methylene Chloride 1,1,1-Trichloroethane
3	Ethanol
4	Aliphatic Hydrocarbon Isopropanol
5	Aliphatic Hydrocarbon
6	Aliphatic Hydrocarbon
7	Aliphatic Hydrocarbon Butyl Cellosolve
8	Aliphatic Hydrocarbon Ethanol
9	Methylene Chloride Tetrachloroethylene
10	Isopropanol
11	Diethylene Glycol n-Butyl Ether



Water Quality Control Board (RWQCB), and the California Department of Health Services (DHS).

This report presents the results of the preliminary investigation.

#### SAMPLING AND ANALYSIS PROCEDURES

Nine bore holes were drilled using eight-inch diameter hollow stem auger equipment. The locations of the bore holes are shown on Figure 2, and their placement is described in detail in Appendix B. Soil cuttings from the borings will be retained on site for disposal in excavations during removal of the tanks.

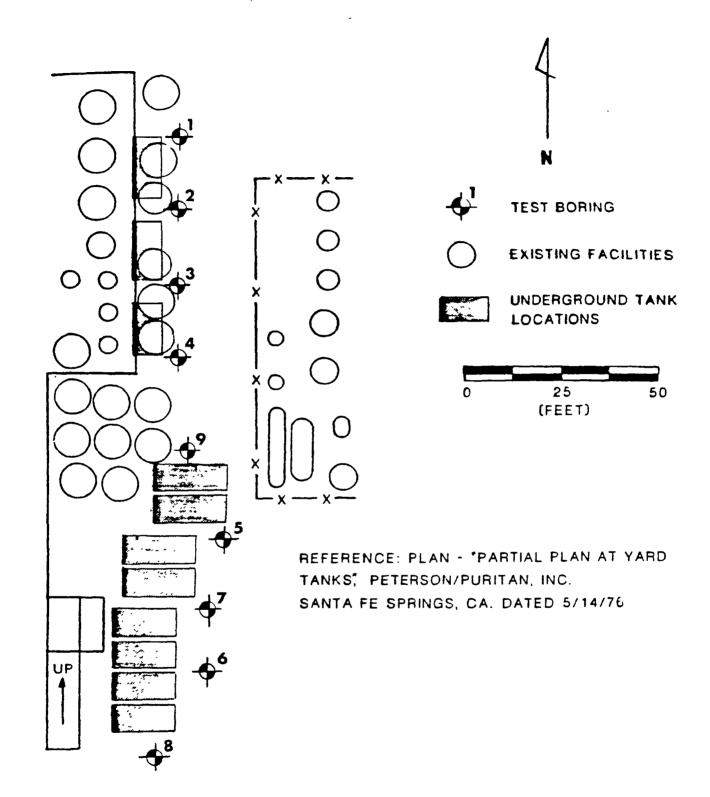
Soil samples were collected from each boring at the surface, at about five foot intervals in the upper 20 feet, and at about 10 foot intervals thereafter to a maximum depth of 40 feet. The soil sampler, soil sample tubes, and boring augers were steam cleaned prior to their initial use and between each subsequent use to reduce the likelihood of cross contamination between samples and/or test borings. Specifics of soil sampling are presented in Appendix B.

Soil samples from Borings 1 through 7 were transported to a DHS certified analytical laboratory by commercial carrier, and samples from Borings 8 and 9 were transported by Aqua Terra project personnel. Chain of Custody forms as required by EPA and DHS were completed for all samples.

In general, soil samples collected from the surface and the 10 and 20 foot depths were selected from Borings 1 through 4 for analysis. In addition, soil samples from about the 15 foot depth from Borings 5 and 6 were composited, and samples from about the 15 foot depth from Borings 7, 8, and 9 were composited. These samples were analyzed by EPA Method 624 using gas chromatography/mass spectrometry (GC/MS) and/or EPA Method 601 using gas chromatography (GC). All soil samples were frozen and retained for possible future analysis. The analytical results for the soil samples are summarized in Table 2. The analytical laboratory data sheets are presented in Appendix C.

#### FINDINGS AND CONCLUSIONS

The occurrence of organic chemicals in soil samples collected from all test borings was limited to a few compounds at relatively low level concentrations, less than 1.0 part per million (ppm). The highest levels of organic chemicals were detected in soil samples collected at a depth of 2.5 feet from Borings 1 through 4. Although various organic chemicals were detected in these soil samples,



AQUA TERRA
PETERSON/PURITAN, INCSANTA FE SPRINGS, CALIFORNIA
LOCATION OF SOIL BORINGS
FIGURE 2

Table 2. Summary of Soil Sample Analytical Results in ppb Peterson/Puritan, Inc., Santa Fe Springs, CA

Boring Number	1		!	2			3		
Sample Depth (Ft Below Surface)	2.5a	10.5b	21c	2.5a	10.5c	31c	2.5a	10.5c	21.5c
Trichloroethane	18	17	<1	85	8	8	55	64	7
1,1-Dichloroethane	13	<1	•	1 36	•	* [	11	•	•
t-1,2-Dichloroethenel	33	19	•	52	*	• 1	44	51	<1
Tetrachloroethene	17	8	•	1 31	*	*	34	•	•
Trichloroethylene	5	<1	•	7	•	*	10	•	
Methylene Chloride	<1	<1	<1	129	33	<1	<1	<1	<1
Xylenes	10	7	*	<10	•	•	<b>₹1</b> Ø	*	*
Butyl Cellosolve	•	•	<10	*	<10	<10	*	<10	<10
Acetone	<10	<10	•	54	•	•	277	•	•
Toluene	<1	<1	•	<b>(1</b>	*	•	<b>&lt;</b> 1	•	•
Ethanol	•	•	•	•	•		•	5	5
Mineral Spirits	*	•	<10	•	<10	<10	•	· · · · · · · · · · · · · · · · · · ·	• 
Acute Oral LD50	1.4xe+10	2.9xe+10		3.9xe+9	2.8xe+10	1.29xe+12	1.28xe+9	1.5xe+12	1.2xe+9

Table 2. Summary of Soil Sample Analytical Results in ppb Peterson/Puritan, Inc., Santa Fe Springs, CA

Boring Number			4			Composite 5/6	Composite 7/8/9
Sample Depth (Ft Below Surface)	2.5a	10.5c	15.5c	20.5c	38.50	16/16	15.5/15.5/15
Trichloroethane	36	ND	ND	ND	3	1	-
1,1-Dichloroethane	36	*	*		*	<b>(1</b>	<b>  &lt;1</b>
t-1,2-Dichloroethene	552	104	ND	<1	1	Í <1	<b>(1</b>
Tetrachloroethene	27	•	•	*	•	Í <b>∢</b> 1	<b>  &lt;1</b>
Trichloroethylene	56	•	•	•	•	Ì <1	<1
Methylene Chloride	131	14	5	240	<1	<b>                                     </b>	13
Xylenes (	<10	*	•	•	*	<b>)</b> 3	1 2
Butyl Cellosolve	•	<10	ND	ND	ND	•	•
Acetone	<10	•	*	•	•	<b>  &lt;10</b>	<b>  &lt;10</b>
Toluene	<1	•	*	•	*	14	4
Ethanol	*	3	ND	3	<1	1 *	•
Mineral Spirits	•	•	*	•	*	•	•
Acute Oral LD50   mg/Kg	6.7xe+9	6.7xe+9	1.9xe+11	3.6xe+9	4.0xe+9	3.1xe+11	7.1xe+10

a. Analysis by GC/MS using EPA Method 624. b. Analysis by GC using EPA Method 601.

b. Analysis by GC using EPA Method 601. Analytical confirmation by GC/MS.

c. Analysis by GC using EPA Method 601.

\* Not analyzed

ND Not Detected

# Notes: 1. Determination of components and concentrations were calculated for those chemicals detected by GC and GC/MS which are not in EPA Method 601 and 624 library.

2. In calculating the LD50s 1,2-Dichloroethene was used instead of t-1,2-Dichloroethene. The "e+" indicates scientific notation.





trichloroethene (TCE) is the only chemical detected for which DHS criteria exist for classification of the soil as a hazardous waste.

The occurrence of organic chemicals at detectable concentrations declines rapidly as depths greater than 2.5 feet are encountered. This rapid decline in chemical concentrations is evidence of minor surface releases rather than releases from the underground tanks. For example, in Boring 1, organic chemicals were not detected in soil samples collected from a depth of 21 feet. Soil samples collected in Borings 2 and 3 from a depth of about 21 feet were found to contain 1,1,1-trichloroethane (TCA) at no more than 8.0 part per billion (ppb) and ethanol at no more than 5.0 ppb; no other organic chemicals were detected. Similarly, for Boring 4, TCA at a concentration of 3.0 ppb was the only organic chemical detected in soil sampled from a depth of about 30 feet.

Composited soil samples collected at a depth of 15 feet from Borings 5 and 6 were found to contain xylenes at 3.0 ppb and toluene at 14 ppb. In addition, in soil samples composited from Borings 7, 8, and 9 from a depth of 15 feet, methylene chloride, xylenes, and toluene were detected at concentrations as low as 13 ppb, 2.0 ppb, and 4.0 ppb, respectively.

Currently, no legal criteria exist for total chlorinated organic chemicals in soil or solid waste. The California Administrative Code (CAC) defines a "restricted waste" as one in which the total chlorinated organic chemical concentration exceeds 1000 mg/Kg (ppm). Levels of chlorinated organic chemicals in soil samples collected at the site were significantly less than the 1000 mg/Kg criteria. Hence, the soils containing chlorinated organic chemicals are not regulated under the "restricted waste" criteria for hazardous waste disposal in landfills.

Regulations recently adopted (CAC, Title 22, Section 66699(d)) by DHS for characterization of hazardous waste in California included Soluble and Total Threshold Limit Concentrations, STLC and TTLC, respectively, only for TCE. No STLC or TTLC criteria were adopted or proposed for other organic chemicals identified in Table 2.

The STLC for TCE has been set at 204 mg/L (ppm) in an extract following a 48-hour waste extraction test (WET) in accordance with DHS protocol. The STLC was developed from aquatic toxicity data (five times the 96-hour LC50 for fathead minnow). The STLC of 204 mg TCE/L of WET extract corresponds to 2040 mg TCE/Kg of waste, based on dilutions used in the WET. The TTLC for the waste is 2040 mg/Kg. The soil sample



analytical results reported in Table 2 represent total concentrations, that is, the TTLC.

The highest concentration of TCE detected in any soil sample was 56 ug/Kg (ppb) in Boring 4 at a depth of 2.5 feet. Since this value is less than the STLC value of 204 ppm, the soil would not be classified as hazardous under California hazardous waste criteria. However, TCE and tetrachloroethene (PCE), TCA, 1,2-dichloroethene (1,2-DCE), and methylene chloride are included in the List of Chemical Names (CAC, Title 22, Section 66680) of materials which, when present in a waste, render the waste hazardous unless the waste can be classified as nonhazardous by DHS procedures.

Classification as nonhazardous by DHS procedures of soil from the project site containing less than 1000 mg/Kg total chlorinated organic chemicals appears possible. Hazardous waste regulations proposed in CAC, Title 22, Section 66305 allow a waste to be classified as nonhazardous. Some site soils may be considered a hazardous waste simply because they contain specific chlorinated organic chemicals included in the List of Chemical Names. Therefore, a determination that site soils do not meet Title 22 hazardous waste criteria would result in the soils being classified as nonhazardous. A nonhazardous classification would eliminate the requirement to manage the soil as a hazardous waste.

Section 66696(b) of Title 22 provides a procedure to calculate a rat oral toxicity value for bulk waste material containing several component toxic materials. The following equation was taken from Section 66696(b):

Calculated Oral LD50 = 100 
$$\cdot \begin{cases} \frac{n}{x} & \frac{8Ax^{-1}}{T_{ax}} \end{cases}$$

where n = number of chemical compounds

%Ax = weight percent of compound x in a waste

mixture

 $T_{ax}$  = oral LD50 for each compound

If the calculated LD50 is less than 5000 mg/Kg, the material is classified as a hazardous waste on the basis of toxicity criteria. The concentrations of organic chemicals detected in the site soil samples result in LD50 values substantially greater than the 5000 mg/Kg criterion, as shown in Table 2. In addition, review of the chlorinated organic chemical concentrations detected in the site soils and review of published aquatic toxicological data suggests that the acute fish toxicity criterion of 500 mg/L, adopted by DHS, would



likely not be exceeded by site soils.

It is noted that some chemicals detected in soil samples and presented in Table 2 were not listed in Table 1. The occurrence of these chemicals in site soils may be the result of minor releases from surface storage containers, degradation of other chemicals such as tetrachloroethylene, or inclusion as components or impurities in other compounds such as the aliphatic hydrocarbons.

Based on the data summarized in Table 2 and the discussion presented above, conclusions regarding the release of chemicals to the soil from the 11 underground storage tanks are as follows:

- No significant soil contamination was detected in soil samples collected from depths of approximately 20 feet in Borings 1, 2, and 3, and 30 feet in Boring 4. Additionally, no significant soil contamination was detected in composited soil samples collected from a depth of about 15 feet in Borings 5 through 9.
- Levels of organic chemicals detected in the soil samples are below criteria values for classification of the site soils as hazardous waste. That is, the site soils would not be classified as hazardous waste by DHS criteria.
- Detectable concentrations of organic chemicals in soil samples are the apparent result of minor surface releases rather than releases from the underground tanks.

#### FURTHER ACTION

On the basis of the results of the preliminary investigation presented above, Peterson/Puritan proposes to proceed with the closure of the 11 underground tanks. A general specification will be prepared to be followed by a contractor for the closure of the underground tanks. The specification will be submitted to the County Engineer's Office for approval. The specification will outline procedures for grouting Tanks 1 through 3 and removing Tanks 4 through 11. The specification will conform with closure requirements outlined in the County guidelines, Chapter VI, Section A, Subsections 6 and 8 (October 22, 1984), or as approved by the Department of the County Engineer.

☐ ci Cathodic Protection

□ <sup>ra</sup> Unknown

☐ ™ None

F Do Polyethlene Wrap

□ ∞ Vinyl Wrapping

D. Other Tar Burlap & Tar

V1 Pipl	ng				e .	7							-	
A Assoc	ated Pipini	3	<u> </u>	· Ab	ove	Gro	bnu		χX	٠ ر	Inderground	☐ -i Vaulted		
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VII Le	ak Detect	ion												
<b>₹</b> %, ∨	isual È	X <sub>2</sub> Sloc	k Inv	ento	ry	۵	03 T	ile (	Drai	n	□ -• Vapor	Sniff Wells 🔲 🕾	Sensor Instru	ument
□ × C	Ground Wat	er Monit	onng	We	lis	Ø	ኤ P	res	sure	e To	est 🗆 ne int	ernal Inspection	□ · • None	
□ ·• C	iher													
VIII C	hemical you checke	Compo d yes lo	sitio IV-H	γυ <b>ο</b>	I Ma	ater	iais equi	Cı	arre	on!	ly of Previou	sly Stored in U	Inderground	1 Containers
currently	previously	C*S • :	li know	۲							Chemical D	No. Che C. or Herman Na	r ir (USP Ar) Mikiri <b>a</b> l	אַנאָש (פו אסופּ יפּטאו)
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Is Conta	iner locale	d on an	Agric	ultu	ral F	arm'	? [	ייי	Ye	s	□XX No			
IX IMP	ORTANI	1 Read	ınstrı	uctio	ns b	elor	e si	ÖUir	ıg				· · · · · · · · · · · · · · · · · · ·	
must be ri ranking el	esponsible ti ected officia	or the ove for author	erall o Orized	nera repr	esen:	ol she tativi	laci ol:	iliy i apu	nchc whe	re II	ne tank(s) are lo Ency	of vice president or cated (2) a general p knowledge is true	partner propriete	d representative. The representative or 3) a principal executive officer.
Signal ye	Then	.cas l	1	2	110	_12	al	·		_				6/28/84
Prints & Nashi	Thomas	W. D	ona	lds	on							General Mar	nager	213 946-6471

I Owner : 3	
Name (Creporation Individual or Public Agency)  CPC International	
Sueer Address	City State ZIP
International Plaza	Englewood Cliffs NJ 07632
II Facility	
Factor North	Dealer Forensen Supervisor
Peterson/Puritan, Inc. Sheet Activities	Heidi Green - Technical Director Number Cross Street
9101 So. Sorensen Avenue	Slauson Avenue
Santa Fe Springs	Los Angeles 90670
Mailing Eggress Same	CAy State ZIP
Phone wilarea code	Type of 8 knrss  Dis Motor Vehicle Fuel Station XX2 OtherContract_Packager
Number of Tanks at this Facility  11  Rural Areas Only:  Townsh p	Range Serion
III 24 Hour Emergency Contact Person	
Johnsen, Montfort 217 442-1400	Johnsen, Montfort 271 446-1909
COMPLETE THE FOLLOWIN	ON A SEPARATE FORM FOR EACH CONTAINER
IV Description	
A 💢 or Tank 🗆 oz Sump 🗆 19 Lagoon Pit or Pond	2 U
B Manufacturer (if appropriate) Buehler Y	ar of Mtg 1966 C Year Installed 1966 D Unknown
D Container Capacity 6000 gallons 🗆 Unknow	E Container Repairs XX: None □ ∞ Unknown □ ∞ Yes Year
F is Container currently used? 🗖 03 Yes 🗆 102 No	No year of last use 🗅 🗓 Unknown
G Does the Container Store (Check One) 🗆 🗈 Was	e ⊠ ∞ Product
H Does the Container Store Motor Vehicle Fuel or W	ste Oil? on Yes 🖾 02 No ii Yes Check appropriate box(es)
🗋 oi Unleaded 🔘 oz Regular 🗎 oz Premium 🗍 o	Diesel 🗆 05 Waste Oil 🗀 06 Other (List)
V Container Construction	
A Thickness of Primary Containment	Gauge XXInches
B 🗆 or Vaulted (Located in an underground Vault.)	Xx-2 Non-vaulted □ 03 Unknown
C 🗆 01 Double Walled 🛮 🗗 Single Walled 🗀 01	Lined 🗆 or Wrapped 🗅 os Unknown 🗆 os None
D 💯 Carbon Steel 🗆 02 Stainless Steel 🗆 03	iberglass □ ∞ Polyvinył Chloride □ ∞ Concrete □ ∞ Aluminum
🗆 or Steel Clad 🗆 🗪 Bronze 🗆 😁 Composite	🖸 10 Non-metallic 💢 11 Earthen Walls
□ 12 Unknown □ 13 Other	
E □ or Rubber Lined □ oz Alkyd Lining □ os E	oxy Lining 🗆 04 Phenolic Lining 🗆 05 Glass Lining 🗆 06 Clay Lining
EX. Unlined 🗆 a Unknown 🗆 a Other	
F □ or Polyethlene Wrap □ c2 Vinyl Wrapping	Des Cathedic Protection Des Unknown Des None XX. Other Tar Burlap & Tar

\ I Piping								
A Associated Piping □ - Above Ground □ - Underground	□ ~ Vaulted							
B Underground Piping □ © Gravity 🗷 ½ Pressure □ → Suction □ → Unknown								
C Piping Repairs . ⊠or None □ to Unknown □ → Yes	fear of inost recent repair							
VII Leak Detection								
☐ or Visual   图 oz Stock Inventory   ☐ ɔɔ Tile Drain   ☐ □ □ Vapor	Snift Wells	ument						
☐ of Ground Water Monitoring Wells	ernal Inspection 🔲 🖻 None							
🖸 17 Other								
VIII Chemical Composition of Materials Currently or Previous if you checked yes to IV. H you are not in quined to complete this section	usly Stored in Underground	Containers						
	i will use Commercial Vivile - IUse additional	paper for more rorin)						
□ oı □ □ □ □	v Ethanol							
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00 07								
O: 02								
Is Container located on an Agricultural Farm? 口可Yes ' A No								
IX IMPORTANTI Read instructions before signing	IX IMPORTANTI Read instructions before signing							
Signature: The form must be signed by 1) a principal executive officer at the five must be responsible for the overall operation of the facility where the tank(s) are it ranking elected official or authorized representative of a public agency. This form has been completed under the penalty of perjury and to the best of minutes.	icated 2) a general partner propriet	d representative. The representative or 3) a principal executive officer						
Morres W. Line ride		6/28/84						
Printed Name Thomas W. Donaldson	General Manager	213 946-6471						

CPC INTERNATIONAL  Sinest Annual  INTERNATIONAL PLAZA  INTERNATIONAL PLA	I Owner	
INTERNATIONAL PLAZA  INTERNATI	CPC INTERNATIONAL	
If Facility  Peterson/Puritan, Inc.  Heidi Green-Technical Director  Santa Fe Springs  Santa Fe Springs  Santa Fe Springs  Some Some Some Some Some Some Some Some	Sheet Across	
Peterson/Puritian, Inc.    Heidi Green-Technical Director		phylewood CIIIIs No 07632
Peterson/Puritan, Inc.    Heidi Green-Technical Director	II Facility	Draker Egyrman State out to
Santa Fe Springs   Cor   Santa Fe Springs	Peterson/Puritan, Inc.	Heidi Green-Technical Director
Santa Fe Springs   Los Angeles   90670		
Same	Cy Santa Fe Springs	
	Madry, Arens	
Secon   Seco	The of Barana	Contract Problems
11	· ·	
1	Column Co	nge Jection
Complete the Following On A Separate Form For Each Container   IV Description	III 24 Hour Emergency Contact Person	
COMPLETE THE FOLLOWING ON A SEPARATE FORM FOR EACH CONTAINER  IV Description  A Ser Tank   Or Sump   Or Lagoon Pit or Pond   Or Other   Sum   Or Container Repairs   Or Container Currently used?   Xor Yes   Or No   If No year of last use   Or Container Currently used?   Xor Yes   Or No   If No year of last use   Or Container Repairs   Or Container Currently used?   Xor Yes   Or No   If No year of last use   Or Container Repairs   Or Container Repairs   Or Container Currently used?   Xor Yes   Or No   If No year of last use   Or Container Repairs   Or Container Repairs   Or Container Currently used?   Xor Yes   Or No   Or Product   Or Container Store (Check One)   Or Waste Off?   Or Yes Off Or No   If Yes Check appropriate box(es)   Or Unknown   Or Unknown   Or Container Store Motor Vehicle Fuel or Waste Off?   Or Waste Off   Or Other (List)   Or Container Construction   Or Unknown   Or Container Construction   Or Vaulted   Or Other (List)   Or None   Or Container Construction   Or Vaulted   Or Other   Or Container Construction   Or Stanfold   Or Stanfold   Or Stanfold   Or Unknown   Or None   Or Stanfold   Or Stanfold   Or Stanfold   Or Stanfold   Or Unknown   Or None   Or Stanfold   Or Stanfold   Or Stanfold   Or Stanfold   Or Unknown   Or None   Or N	Days want if a second s	
IV Description   A		
A Mon Tank	COMPLETE THE FOLLOWING ON A SEPAR.	ATE FORM FOR EACH CONTAINER
A Ø or Tank  □ or Sump  □ or Lagoon Pit or Pond  □ or Other  □ 3U  B Manufacturer (if appropriate) Buehler	IV Description	
D Container Capacity 6000 gallons □ Unknown E Container Repairs ♀ None □ □ Unknown □ □ Yes Year □ □ □ Unknown  F is Container currently used? X□ Yes □ □ No If No year of last use □ □ □ Unknown  G Does the Container Store (Check One) □ □ Waste X□ Product  H Does the Container Store Motor Vehicle Fuel or Waste Oil? □ □ Yes X□ No If Yes Check appropriate box(es) □ □ Unleaded □ □ Regular □ □ Premium □ □ Diesel □ □ Waste Oil □ □ Other (List)  V Container Construction  A Thickness of Primary Containment □ 1/4 □ Gauge ★ Inches □ cm □ Unknown  B □ □ Vaulted (Located in an underground Vault) X□ □ Non-vaulted □ □ Unknown  C □ □ Double Walled ∇□ □ Stainless Steel □ □ Fiberglass □ □ Polyvinyl Chloride □ □ Concrete □ □ Aluminum □ □ Steel Clad □ □ Bronze □ □ □ Composite □ □ Non-metallic □ □ Earthen Walls □ □ Unknown □ □ Other □ □ Alkyd Lining □ □ Epoxy Lining □ □ Phenolic Lining □ □ Glass Lining □ □ Clay Lining  X□ □ Unknown □ □ Unknown □ □ Other □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ Unknown □ □ Other □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ Unknown □ □ □ None ★ □ □ Other □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ None ★ □ □ Other □ □ □ Cathodic Princetion □ □ Unknown □ □ None ★ □ □ Other □ □ Other □ □ Other □ □ Other □ □ □ Other	A ∰ or Tank □ or Sump □ or Lagoon Pit or Pond □ or Other	
F is Container currently used? XD in Yes Did: No If No year of last use	B Manufacturer (if appropriate) Buehler Year of Mtg 196	6 C Year Installed 1966 Unknown
G Does the Container Store (Check One) □ □ Waste 🛣 □ Product  H Does the Container Store Motor Vehicle Fuel or Waste Oil? □ □ Yes 🛣 □ No if Yes Check appropriate box(es) □ □ Unleaded □ □ Regular □ □ Premium □ □ Diesel □ □ Waste Oil □ □ Other (List)  V Container Construction  A Thickness of Primary Containment □ 1/4 □ Gauge ※ Inches □ cm □ Unknown  B □ □ Vaulted (Located in an underground Vault) ※ □ □ Non-vaulted □ □ Unknown  C □ □ Double Walled ※ □ □ Signe Walled □ □ Lined □ □ Wrapped □ □ Unknown □ □ None  D ※ Carbon Steel □ □ Stainless Steel □ □ Fiberglass □ □ Polyvinyl Chloride □ □ Concrete □ □ Aluminum □ □ Steel Clad □ □ Bronze □ □ Composite □ □ Non-metallic □ □ Earthen Walls □ □ Unknown □ □ Other □ □ □ Hendic Lining □ □ Glass Lining □ □ Clay Lining                  □ □ Hubber Lined □ □ Alkyd Lining □ □ Epoxy Lining □ □ Phenolic Lining □ □ Glass Lining □ □ Clay Lining                 □ □ Polyethlene Wrap □ □ Vinyl Wrapping □ □ Cathedic Protection □ □ Unknown □ □ None ※ □ Singer Tar Dur1	D Container Capacity 6000 gallons Unknown E Container Rep	pairs ♀ None □ ∞ Unknown □ ∞ Yes Year
H Does the Container Store Motor Vehicle Fuel or Waste Oil?	F is Container currently used? X□ or Yes □ or No If No year of last us	se 🗅 53 Unknown
Unknown	G Does the Container Store (Check One) □ □ Waste 🎞 ¬ Product	
V Container Construction         A Thickness of Primary Containment       1/4	H Does the Container Store Motor Vehicle Fuel or Waste Oil?	☑ No If Yes Check appropriate box(es)
A Thickness of Primary Containment	□ or Unleaded □ or Regular □ or Premium □ or Diesel □ os Waste	Oil 🗆 ns Other (List)
B   or Vaulted (Located in an underground Vault )	V Container Construction	
C Do Double Walled Do Single Walled Do Lined Do Wrapped Do Unknown Do None  D XX: Carbon Steel Do Stainless Steel Do Fiberglass Do Polyvinyl Chloride Do Concrete Do Aluminum  Do Steel Clad Do Bronze Do Composite Do Non-metallic Do Earthen Walls  Diz Unknown Do Other  E Do Rubber Lined Do Alkyd Lining Do Epoxy Lining Do Phenolic Lining Do Glass Lining Do Clay Lining  X o Unlined Do Unknown Do Other  F Do Polyethlene Wrap Do Vinyl Wrapping Do Cathodic Protection Do Unknown Do Nong X Other Tar bur1	A Thickness of Primary Containment 1/4 Gauge & Inches	□ cm □ Unknown
D XX: Carbon Steel	B □ or Vaulted (Located in an underground Vault.) X or Non-vaulted	□ ω Unknown
□ or Steel Clad □ ∞ Bronze □ ∞ Composite □ ∞ Non-metallic □ □ Earthen Walls □ □ Unknown □ □ Other □ □ Alkyd Lining □ ∞ Epoxy Lining □ ∞ Phenolic Lining □ ∞ Glass Lining □ ∞ Clay Lining  ∑ □ Unknown □ ∞ Unknown □ ∞ Other □ □ Cathodic Protection □ ∞ Unknown □ ∞ None ∑ ∞ Other Tar burl	C □ or Double Walled 🖫 or Single Walled □ or Lined □ or Wrag	pped □ % Unknown □ % None
□ 12 Unknown □ 13 Other □ 13 Other □ 13 Other □ 14 Phenolic Lining □ 15 Glass Lining □ 16 Clay Lining □ 16 Clay Lining □ 17 Unlined □ 16 Unknown □ 16 Other □ 17 Cathodic Protection □ 17 Unknown □ 18 None ₹ 16 Other Tar burl	D XX: Carbon Steel	Polyvinyl Chloride ☐ ∞ Concrete ☐ ∞ Aluminum
E Doi Rubber Lined Dow Alkyd Lining Doi Epoxy Lining Dow Phenolic Lining Dow Glass Lining Dow Clay Lining  **Doi Unlined Dow Unknown Dow Other  F Doi Polyethlene Wrap Dow Vinyl Wrapping Dow Cathodic Protection Dow Unknown Dow None ** Other Tar bur1	☐ or Steel Clad ☐ on Bronze ☐ on Composite ☐ no Non-metal	lic 🗆 n Earthen Walls
F Die Polyethlene Wrap Die Vinyl Wrapping Die Cathodic Protection Die Unknown Die None Circ Other Tar burl	🗆 12 Unknown 🗆 13 Other	·
F Die Polyethlene Wrap Die Vinyl Wrapping Die Cathodic Protection Die Unknown Die None Circ Other Tar burl	E ☐ or Rubber Lined ☐ or Alkyd Lining ☐ or Epoxy Lining ☐ re	Phenolic Lining
F Dis Polyethlene Wrap Din Vinyl Wrapping Din Cathodic Protection Dis Unknown Dis None & Other Tair burl		
	F Din Polyethlene Wrap Din Vinyl Wrapping Din Cathodic Protect	tion On Unknown On None You Other Tar bur

v L , ipi	ing		
A Assoc	ciated Piping	□ er Above Ground 🔯 7 Underground □ ~ Vaulted	
8 Under	rground Pipii	□ or Gravity 🔯 : Pressure □ i Suction □ is Unknown	
C Piping	Repairs	⊠ল None াছ Unknown । এ Yes Year of most recent repair	
VII Le	ak Delecti		
OX at V	/isual 🛭	lock Inventory 🗆 👊 Tile Drain 🗀 🗘 Vapor Snift Wells 🗀 🧒 Sensor Instrument	
D as C	Ground Wate	onitoring Wells   □   □   □ Internal Inspection □   □ None	
0,00	Other		<del></del>
VIII	Chemical C	position of Materials Currently or Previously Stored in Underground Containers to IV. Hyou are not required to complete this section.	
currently	previously	Chemical Oc אנו טקנ בסייייין לעוייפ ולאַניים קול או משלין עייר לחר יינים בארך באר באריייין לעוייפ ולאַניים אולייייים אינים באריייים אינים באריייים אינים באריייים אינים באריייים אינים באריייים בארייים באריים בארייים באריים בארייים בארייים בארייים בארייים באריים	,
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<b>B</b> 25	O oș		
is Conta	iner located	an Agricultural Farm? 🔘 🤉 Yes 😾 · No	
IX IMP	PORTANT	ad instructions before signing	
ranking et	esponsible to lected official	be signed by 1) a principal executive officer at the level of vice prosident or by an authorized representative overall operation of the facility where the tanks) are located 2) a general partner proprietor or 3) a principulhorized representative of a public agency led under the penalty of perjury and to the best of my knowledge is true and correct	The representative pal executive officer
Synature	Thom	old. Cinada 6/28/	84
THOM	AS W. D	The Arthur De	-6471

Send check to: Hazardous Substance Storage Statement State Water Resources Control Board PO Box 100 Sacramento CA 95801-0100

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Teame (Circination Individual in Public Agency)	<del></del>			
CPC INTERNATIONAL				
Sheet Agrange International Plaza	Engle	wood Cliff	State UJ	07632
II Facility	<del></del>	<del></del>	- <b></b>	<del></del>
facial trains	Draw Form	an Super 17		
Peterson/Puritan, Inc.	Heidi	Green-Tech	nica	
9101 S. Sorensen Avenue				n Avenue
Santa Fe Springs,		Los Angeles		90670
Mainy 61% 4	Cay		State	ZIP
Same Prone warra code Tribe of B or css			1	
213 946-6471 🖂 🖂 Motor Ver	nicle Fuel Station	K nz Other Contr	act	Packager
Number of Tanks at this Facility Rural Areas Only:	Range	Section	n	
III 24 Hour Emergency Contact Person	<del></del>			
Cays Name tradiname tisti and Phone wilarda codi:	on. Namin (135) name testi	and Phone A area code		
Johnsen, Montfort 217 442-1400 J	ohnsen, Mo	ntfort 217	446-	1909
COMPLETE THE FOLLOWING ON A SEP	ARATE FORM	OR EACH CON	TAINE	4
IV Description				
A 🖔 or Tank 🗓 oz Sump 🔘 no Lagoon Pit or Pond 🖂 ^4 Other	<del></del>		nber (if there	e is no number, assign ones
	072	4U	172	
B Manufacturer (if appropriate) Buehler Year of Mig 1		Year Installed 19		
D Container Capacity 7000 gallons 🗆 Unknown E Container	Repairs 🛱 🤊 None	D 02 Unknown □	on Yes	Year
F is Container currently used? ★ or Yes □ ∞ No. If No, year of last	st use	<del></del>		🗆 03 Unknown
G Does the Container Store (Check One) 🗆 or Waste 💆 12 Produc	1			
H Does the Container Store Motor Vehicle Fuel or Waste Oil?	Yes 🛛 na No II	Yes, Check approp	riate box	(es)
□ or Unleaded □ or Regular □ or Premium □ or Diesel □ or Wi		or (Liet)		
		., (C)31/		
V Container Construction	<del></del>			<del></del>
A Thickness of Primary Containment 1/4 Gauge 15 Inch	es 0 cm 0 Uni	known	<del></del>	
B □ or Vaulted (Located in an underground Vault ) 🖔 or Non-vault	ed 🗆 os Unknov	wn		
C ☐ or Double Walled 💆 or Single Walled ☐ or Lined ☐ or V	Vrapped □ ⇔ U	Inknown □∞ No	ne	
D XD or Carbon Steel □ or Stainless Steel □ or Fiberglass □	34 Polyvinyl Chlori	de □ ∞ Concrete	. 0 .	a Aluminum
□ or Steel Clad □ ∞ Bronze □ ∞ Composite □ ∞ Non-m	etallic 🗇 11 E	arthen Walls		
🗆 ız Unknown 🗆 ız Other				
	3 at Phenolic Lining		, C	∞ Clay Lining
🍇 or Unlined 🗆 ∞ Unknown 🗆 ∞ Other	•		יט עי	w cray ching
			У.	Tar hi
F Dot Polyethlene Wrap Det Vinyl Wrapping Det Cathodic Pr	etection D na U	nkrown 🔲 as No	ne 🖸	o Other Tar bu

VI Pipi	ng						· <u>-</u>				1 -
A Assoc	iated Piping	·		, Abo	ove	Gro	unc	<b>t</b>	R	.,,, U	erground □ + Vaulted
B Under	ground Pipi	ng	D 0	Gra	avity	/	۵	ا ج.	Pres	sure	☑ n Suction ☐ 4 Unknown
C Piping	Repairs		_¥~	No.	ne		: · ت	Ur	nkno	wn	□ • Yes Year of most recent repair
VII Lea	ak Detecti	on								_	
X□ 0, V	sual 🏻	uz Sloc	k Inve	entor	ry		ر .	Tile	Dra	ain	□ w Vapor Snift Wells □ ⇔ Sensor Instrument
_ us G	round Wale	er Monit	oring	Well	Is	×	or 1	Pre	ssur	e Te	☐ ∞ Internal Inspection ☐ → None
□ ·• O	ther										
VIII C	hemical (	Compo 1 yes to	sitio IV-H	n of	I M.	ater	ials	<b>s (</b>	Curr 1 10 :	enti con L	or Previously Stored in Underground Containers
surrently 11 a d	previously	CAS .	ill knne	,~,							Chemical Oc Not Use Comme Ca. Name (1856) ad steinal paper for more recms
<b>X</b> 1 00	□ 02				1		6	7	6 <b>þ</b>	0	Isopropyl Alcohol
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O 01	(C) 0.7										
Is Conta	ner located	on an	Agric	:ultur	al F	arm	2		rı Y€	es	, D - No
IX IMP	ORTANT	l Read	ınstru	uction	ns t	pelor	e s	sigr	ing		
musi be ii rankirig el	sponsible to ected official	or anthi	erall o Crized	זהיאם פוסים	on (	ol Ind Haliv	e of	cilit; La j	рифііі у мін	ere It Clage	or at the level of vice president or by an authorized representative. The representative ank(s) are located (2) a general partner proprietor or 3) a principal executive officer y lebest of my knowledge is true and correct.
Sonature	Thom	ns l	<u> </u>	Ž.	ile	ا - عمر	('n	·			6/28/84
THOM	S W. I	IANO	LDS								General Manager 213 946-6471

□ no Calhodic Protection

□ e₄ Unknown

Dis None

F Do Polyethlene Wrap Dr Vinyl Wrapping

Ym Other Tar burl.

tari

VI Piping							
A Associated Piping 🔲 ii Above Ground 🛣 ii: Underground 🗀 ii Vaulted							
B Underground Piping □ or Gravity □ or Pressure S + Suction □ or Unknown							
C Piping Repairs							
VII Leak Detection							
XD ur Visual							
☐ os Ground Water Monitoring Wells 💆 or Pressure Test ☐ os Internal Inspection ☐ os None							
□ 10 Other	-						
VIII Chemical Composition of Materials Currently or Previously Stored in Underground Containers If you checked yes to IV-H you are not required to complete this section							
currently previously  On Commercial Name (Use art Monal paper for more incim)  On 1 10 44-3 CAS # of knowns							
Xim 'Do                   Isoparaffinic Solvent (Isopar M)							
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<u>,                                      </u>							
Is Container located on an Agricultural Farm? Doi Yes 🛣 No							
IX IMPORTANT! Read instructions before signing							
Signature: The form must be signed by 1) a principal executive officer at the level of vice president or by an authorized representative. The representation is the responsible for the overall operation of the facility where the fank(s) are located 2) a general partner proprietor or 3) a principal executive office ranking elected official or authorized representative of a public agency.  This form has been completed under the penalty of perjury and to the best of my knowledge is true and correct.	ve er						
Merca, W. Din a letz 6/28/84							
THOMAS W. DONALDSON General Manager 213 946-6471							

VI Piping									
A Associated Piping   About	e Ground 💆 : Underground 🗆 : Vaulted								
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Send check to: Hazardous Substance Storage Statement, State Water Resources Control Board, P.O. Box 100, Sacramento, CA 95801,0100

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THOMAS W DONALDSON General Manager	213 946-6471						

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Send check to: Hazardous Substance Storage Statement State Water Resources Control Board, P.O. Box 100, Sacramento, CA 95801, 0100

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Send check to: Hazardous Substance Storage Statement State Water Resources Control Board P.O. Bcx 100 Sacramento CA 95801 0100

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March 15, 1985



Mr. Randy M. Mott Breed, Abbott & Morgan International Square 1875 Eye Street, N.W. Washington, D.C. 20006

Subject: Amendment to Agreement Dated December 12, 1984
Peterson/Puritan, Santa Fe Springs, CA (CPC.407)

Dear Mr. Mott:

This letter outlines requirements for budget augmentation to our agreement dated December 12, 1984.

Budget augmentation for the following items is requested:

- For collection and analysis of approximately 15 soil samples at surface locations in the vicinity of underground Tank 1, 2 and 3 (see attached). Verbal authorization received on March 11, 1985. Augmentation required 1s
- For analysis of eight soil samples collected during week of December 18, 1984 from a depth of about 40 feet.

  Verbal authorization received on February 20, 1985.

  Augmentation required is
- For professional personnel labor in conjunction with project related consulting services.

  Augmentation required is

The total budget augmentation requested is

A summary of the total project budget authorized and requested is presented below:

November 30, 1984 Verbal Authorization December 12, 1984 Agreement January 4, 1985 Augmentation January 9, 1985 Augmentation March 15, 1985 Augmentation



Total Project Budget



Breed, Abbott & Morgan March 15, 1985 Page 2

Please contact me if you have any questions regarding these matters. If the budget augmentation meets with your approval, please sign below and return a copy to our office.

Sincerely,

AQUA TERRA TECHNOLOGIES, INC.

R. Wane Schneiter, Ph.D., P.E.

Vice President

RWS:ks(02-407.11)

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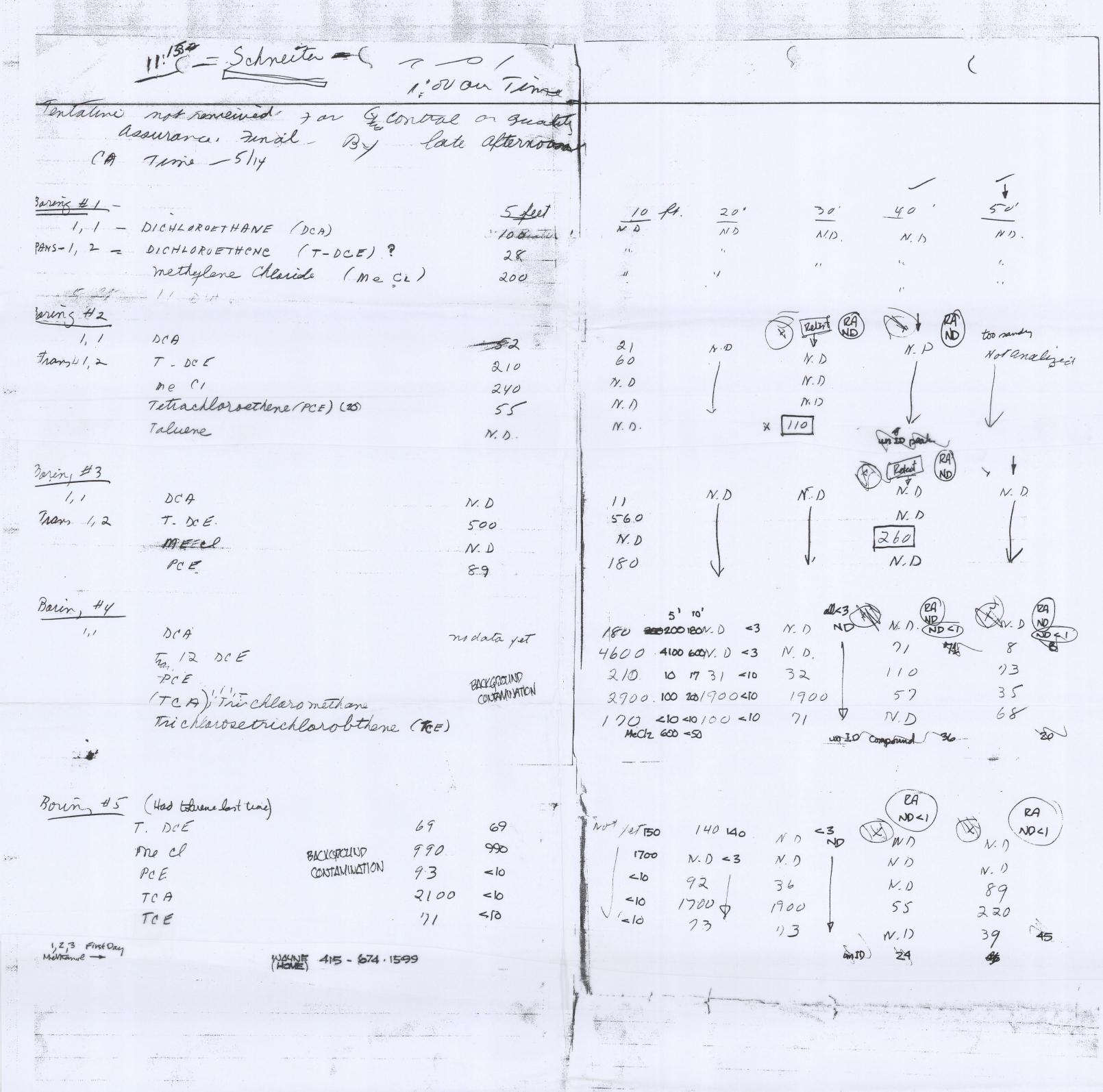
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CPC International Inc.

P O Box 8000, International Plaza Englewood Cliffs, NJ 07632 **CPC**International

May 9, 1985

Mr. R. Wane Schneiter Aqua Terra Technologies 171 12th Street, Suite 201 Oakland, CA 94607 CPC INTERNATIONAL INC.

MAY 1 0 1985

PATENT DEPT.

Dear Wane:

I've attached what we propose as an appropriate set of specifications for the tank removal project. I would appreciate your reviewing my suggested changes, looking for completeness and any inconsistencies in the description of work to be done, particularly where we attempt to distinguish between definable aspects amendable to a lump sum bid versus those aspects of the job which must be bid on a time and materials basis. Please pay special attention to the "Payment" sections and feel free to revise in whatever more appropriate fashion you feel to be necessary. Also, note that the "Proposal" section needs considerable reworking and I'll rely on you to re-draft it as required. In your restructuring of the bid package, you might consider an approach in which Peterson/Puritan pays the hazardous waste (i.e., surface soils and tanks) landfill tipping fees directly. We may even need to go after a licensed hazardous waste transporter separately from this proposal. Think about this and call me if necessary.

I look forward to reviewing your speedy redraft of this document so that we may go to bid as soon as possible.

Sincerely,

Peter M. Roncetti

Director, Environmental Health & Safety

PMR/lsj 8/pmr4

Attachment

cc: T. M. McKenna - w/attachment

W. R. Robinson - w/attachment - Bill: Please review the attached and I'll pass any comments you might have along to Aqua Terra. Also, what we deleted from the specs. that we feel necessary for protection against a contractor failing to perform adequately, or against liability, may be captured in a contract document which we ask the contractor we select to sign. What should this contract look like? Do want to draft something up drawing somewhat on the original Aqua Terra specifications? Let's discuss. PMR



# PETERSON/PURITAN, INC. UNDERGROUND STORAGE TANK CLOSURE

#### INSTRUCTIONS TO BIDDERS

#### General

The attached specifications and drawings shall serve as the basis for a bid for work required to remove the underground storage tanks at the Peterson/Puritan, Inc. Santa Fe Springs property located at 9101 South Sorenson Avenue. Certain well-defined aspects of the contract require a lump sum bid, while other aspects of the job, as identified herein, require submission of rates for performance on a time and materials basis under the general direction of the "Engineer".

Aqua Terra Technologies, identified in the specifications as the Engineer, will be present at the site to monitor and as necessary supervise performance of the work, and to provide liaison between the Contractor and Owner. In addition, determination of special environmental regulatory requirements, including indentification of necessary permits and development of permit compliance plans, will be the responsibility of the Engineer. The Contractor shall be responsible for complying with the requirements of such regulatory authorities and reimbursed for such compliance on a time and materials basis as provided for in the specifications. The Contractor, however, is at all times responsible for the full safety of its employees during the performance of all phases of the contractual effort. The Engineer may, acting on behalf of the Owner, consult with the Contractor and recommend special measures necessary to protect the health of the Contractor's employees. Further, the Contractor is responsible at all times for the full and satisfactory control of fugitive dust emissions fulfillment of all other routine regulatory and the responsibilities.

## Bids

All bids must be received in writing by May , 1985. The Owner will request a meeting with each bidder prior to making a selection of a contractor. Selection of a Contractor remains at the sole discretion of the Owner. The Contractor will be selected no later than May , 1985, and work shall commence no later than June , 1985. Work on this project shall be completed on or before July , 1985 except to the extent that delay results beyond the reasonable control of the Contractor as caused by requirements and permit issuance delays.

## Work To Be Done

The project consists of removing from service eleven (11) underground chemical storage tanks. The tanks will be removed from service by excavating for disposal off-site. Disconnecting,

blocking, and/or removing piping associated with the tanks will be part of removing the tanks from service.

The eleven (11) underground tanks are constructed of carbon steel. Tanks 1 through 3 and 8 though 11 (see Drawing 1) each have a capacity of 6,000 gallons, and tanks 4 through 7 each have a capacity of 7,000 gallons. Tanks to be excavated will be removed and transported to a hazardous waste disposal facility or cleaned until "nonhazardous" and cut-up for sale as scrap. Excavations will be backfilled with imported clean fill material, the fill will be compacted, and concrete will be placed at the excavated area and finished to match existing grade.

A copy of the Aqua Terra Technologies report "Underground Tank Closure-Preliminary Investigation" dated January 1985, is available for inspection at the office of the Owner. This report presents the project background, boring logs, and test results of soil samples taken from the site. Information presented in the report represents only conditions of the samples taken.

9/pmr4

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AQUA TERRA TECHNOLOGIES

## PROPOSAL

PROPOSAL OF		
	(Name)	
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	(City and State)	

to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for Underground Storage Tank Closure for Peterson/Puritan, Inc., this work being situated at 9101 South Sorensen Avenue, Santa Fe Springs, California.

To:

R. Wane Schneiter Project Manager Aqua Terra Technologies 3490 Buskirk Avenue, Suite A Pleasant Hill, CA 94596

#### Gentlemen:

The undersigned bidder has carefully examined the Contract Documents and also the site of the work and will provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by the Contract Documents in the manner prescribed therein, and in accordance with the requirements of the Engineer under them, for the following lump sum prices.

	<u>Item</u>	Description and Price Written Words	Price In <u>Figures</u>
No	1.	For mobilization and demobilization of all personnel, equipment and materials, insurance, security provisions, permits with payment of fees and bonds required thereunder, rainfall protection, and Contractor's Project support costs for completion of the Project in accordance with the Project Plans and Specifications, for the lump sum of	\$
Но	2.	Premium for Contact Performance Bond in the amount of \$250,000, for the lump sum of	\$
No	з.	Premium for Payment Bond in the amount of \$250,000, for the lump sum of	\$
Tupping I Stould w separal dute	4.  Less.  Le pan ;  Tilly #	For disposal of non-hazardous solid waste materials unsuitable for fill, in accordance with the Project Specifications, for the lump sum of	\$
diri		In the event that additional work is directed by the Engineer, the unit cost will be per	\$/
(some ) ma	5. Ierial	For the documentation, transportation, and disposal of solid materials classified as "hazardous", including the eleven (11) excavated underground tanks, in accordance with the Project Specifications, for the lump sum of	\$_

	June 1	
remander Came/material	For the containerization, transportation, documentation and disposal or recycle of liquid waste materials classified as "hazardous", in accordance with the Project Specifications, for the lump sum of	\$
7. OK	For the demolition of concrete pavement including concrete sawing and associated break up of concrete into pieces suitable for disposal in accordance with the Project Specifications, for the lump sum of	\$
	In the event that the Engineer requires additional work, the unit cost for this work will be	\$/
8. OK	For the excavation of underground tanks and associated piping, including the cutting, threading, and capping of piping not removed, and the stockpiling of excavated soils in accordance with the Project Specifications, for the lump sum of	\$
	In the event that additional work is required by the Engineer, the unit cost will be	\$
9. OK	For the excavation of surface soils containing elevated levels of organic chemicals in accordance with the Project Specifications, for the lump sum of	\$
	In the event that the Engineer requires additional work, the unit cost for this work will be	<b>\$</b> /

GL	10.	For the backfill of excavations and grading of backfill material including import of clean fill material, placement and compaction of stockpiled and imported materials in excavations, and the rough grading of backfill to match original grade in accordance with Project Plans and Specifications, for the lump sum of	•	
		In the event that the Engineer requires additional work, this work will be provided at the unit cost of per	\$/_	
IL	11.	For the construction of a concrete slab-on-grad including subgrade preparation, reinforcing, finishing, curing, and all work required in accordance with the Project Plans and Specifications, for the lump sum of	e \$	
		In the event that the Engineer requires additional work, the work will be provided at a unit cost of per	\$/_	
	TOTAL	Total lump sum for the above items, including all work required in accordance with the Project Plans and Specifications of	\$	

## AQUA TERRA TECHNOLOGIES

# SUPPLEMENTAL PROPOSAL INFORMATION

(To Accompany Proposal)

NO

The bidder shall submit as an attachment to his proposal a detailed outline of the methods, equipment, procedures, and personnel staffing requirements he proposes for carrying out the work required under the Project Plans and Specifications. He shall specifically cover the following items:

- 1. Procedure and method for disposal of the excavated underground tanks and associated piping.
- 2. Procedure and method for excavating the underground tanks.

The bidder shall also provide a summary of the basis for his bid, including estimates of material quantities and labor hours.

(RWS04-407.PRO)

### EXPERIENCE QUALIFICATIONS

(To Accompany Proposal)

the present l	business name, f similar to that	in the contracting lor years. Exponent	perience in work
The bidder, a complete a co	as contractor, hontract awarded	as never failed to s to him, except as fo	satisfactorily ollows:
have been satthe persons,	tisfactorily com	nature similar to pleted in the last to the last to the stand to the last to t	three years for
Year	Type of Work	Contract Amount	Location and for Whom Performed

#### AQUA TERRA TECHNOLOGIES

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

Quantitu	Name, Type & Capacity	<u>Condition</u>	Location and for Whom Performed	
2001111	<u>a ospocitiv</u>	<u> </u>	i critornico	<del></del>
			·	
		\		
		`		
	Signed	`\		····
		`\		

Title (same as for signature on proposal)

(RWS04-407.PRO)

#### DESIGNATION OF SUBCONTRACTORS

(To Accompany Proposal)

Each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total bid, and (b) the portion of the work which will be done by each such subcontractor. If the Contractor fails to specify a subcontractor for any portion of the work as above stated, he agrees to perform that work himself.

Name: Subcontractor	Address: Shop, Mill or	Office	Description of Work to be Done	Percent Of Total Contract
			-	
	·			
				·
(RWS04-407.PRO	)			

Proposal - Page 8

### AQUA TERRA TECHNOLOGIES

Dated:	<del></del>
(If an individual, partnersh	nip or non-incorporated organization)
Signature of Bidde	
· E	3y:
Address of Bidde	r:
Names and Addresses of Firm	Members:
(If a Corporation)	on second, OK
Bid	der:
	By:
Ti	tle:
Business Addr	ess:
Incorporated under the laws	
President:	
(Name)	(Address)
Secretary:(Name)	(Address)
Treasurer:	
Treasurer:(Name)	(Address)

(RWS04-407.PRO)

Proposal - Page 9

#### AQUA TERRA TECHNOLOGIES

#### SECTION &

#### SLAB DEMOLITION

#### **1**-01 GENERAL

and dispose of The Contractor shall demolish and premove from the site, the concrete paving in the general area overlying the underground tanks. The approximate boundaries of slab demolition are shown on Drawing 2.

The existing concrete slab shall be saw cut approximately one-inch deep around the perimeter of the area to be demolished. When breaking out existing concrete, the Contractor shall maintain a minimum of twelve (12) inches of existing welded wire reinforcing around the perimeter.

Concrete shall be broken into pieces suitable for transport to off-site disposal.

Demolition of concrete pavement may result in release of volatile organic chemicals into the atmosphere, therefore, SCAQMD rules shall be complied with, where applicable. Requirements of the SCAQMD shall be determined by the contractor on an additional time and materials basis under the 6-02 PAYMENT

Payment for concrete demolition, transportation, and disposal, as delimented above, will be at Contract lump sum. Additional work required by the Engineer will be paid at the Contract unit price, Where unit price is based on weight, weights shall be as indicated by certified weightmaster net weight certificates provided at the Contractor's expense. Unit prices based on area and/or volume shall be according to in-place dimensions as determined by the Engineer.

or at the time and materials rates, quoted by the Contractor and accepted by Owner.

### SECTION \$

#### EXCAVATE SURFACE SDILS

### 5-01 GENERAL

The purpose of excavating surface soils is to remove those materials which contain elevated levels of organic chemicals. These materials are located in localized areas of the upper several inches of soil underlying the concrete pavement. Excavated soils are not expected to be classified as hazardous waste.

The soils report "Underground Tank Closure - Preliminary Investigation" dated January 1985 and included in this Specification, indicates that the upper soil strata are comprised of moist to wet, dense clayey sands and sandy clays.

The excavation and stockpiling of these materials may cause the release of volatile organic chemicals into the atmosphere. Therefore, excavation related activities shall comply with SCAQMD rules, where applicable. Requirements of the SCAQMD, and necessary permits, shall be determinably the Engineer and purposed by the Contractor on an account time and materials book and up the opened direction of the Engineer 5-02 EXCAVATION

Excavation of surface soils shall be to a depth of eighteen (18) inches at the areas indicated on Drawing 2.

### \$-03 STOCKPILING EXCAVATED MATERIAL

The Contractor shall place excavated material directly into containers for off-site disposal by the Contractor. It is anticipated that excavated material will not be classified as hazardous. however, the site selected for disposal of the materials shall be approved selected by the Engineer.

#### 8-04 PAYMENT

Payment for excavation, transpertation, and disposal of contaminated materials will be at the Contract lump sum. Payment for additional work directed by the Engineer will be at the Contract unit price. Where unit price is based on weight, weights shall be as indicated by certified weightmaster net weight cetificates provided at the Contractor's expense. Unit prices based on volume shall be according to in-place volumes as determined by the Engineer.

Contractor and accepted by the Owner.

Off-site disposal will be according to the time and malerials rates quoted by the bondrator and accepted by the Owner,

### SECTION A

#### EXCAVATE UNDERGROUND TANKS

## 4-01 GENERAL

Underground Tanks 1 through 11, as indicated on Drawing 1, will be removed from service by excavating the tanks and, except where they extend under buildings and other structures, the associated underground piping. Above ground piping connections associated with the underground tanks will be cut, threaded, and capped.

The excavation and stockpiling of these materials may cause the release of organic chemicals into the atmosphere. Therefore, excavation related activities shall comply with SCAQMD rules, where applicable. Requirements of the SCAQMD and recessary permits, shall be determined by the engineer and performed by the contractor on an additional time and materials basis undustre director of the Engineer.

A-02 PIPING

The Contractor shall break all surface connections for outlet, inlet, vent, and gauge piping and, where possible, remove underground piping associated with Tanks 1 through 11. The Engineer shall approve leaving any piping in the ground. All piping not removed shall be cut, threaded, and capped at both ends to prevent accidental future use.

### 4-03 TANKS

The Contractor shall remove Tanks 1 through 11 by excavating the tanks. Excavation shall be limited to the minimum area and depths required to remove the tanks, and where directed by the Engineer, to remove associated contaminated soil. If contaminated soil removal involves more than minor excavation, a Change Order this shall will be authorized, be carried out on an additional time and materials lais under the direction of the Enguiser.

4-04 STOCKPILING EXCAVATED MATERIAL

The Contractor shall place excavated material in stockpiles on site. Material excavated from within the first eighteen (18) inches of the surface shall be placed directly into containers for disposal off-site by the Contractor. Materials from the excavation below the upper eighteen (18) inches shall be stockpiled on-site for use as excavation backfill and site rough grading.

Excavated soils are not expected to be classified as hazardous.

However, The site selected for disposal of the materials shall be approved by the Engineer.

Solicited

4-05 PAYMENT

Payment for excavation stockpiling, and, where contaminated soils are involved, disposal will be according to the Contract lump sum. Any additional work directed by the Engineer will be at the Contract unit price. Unit price payments will be based on certified weightmaster net weight certificates provided at the Contractor's expense and/or in-place dimensions as determined by the Engineer.

or at the time and materials rates quoted by the Conductor and accepted by the Dwhen.

Where contaminated soils are involved (i.e., that withouthe first 18 inches of the purposal, off-oide disposal will be according to the time and materials nates quoted by the Contractor and accepted by the Journe.

### SECTION &

#### DISPOSAL OF HAZARDOUS MATERIALS

### 2-01 GENERAL

The eleven underground tanks located at the site may have contained hazardous materials during some portion of the time they were in use. Because of this potential for the presence of hazardous materials, and because the tanks no longer have a use, the tanks will be treated as hazardous waste.

It is expected that some potentially hazardous materials remain in the tanks. This is material that could not be removed by normal pumping equipment installed for the tanks. Therefore, hazardous materials may be present in tanks during excavation.

Although organic chemicals were detected in soil samples collected from near the ground surface, just below the concrete, these chemicals were present in concentrations substantially below levels required for classification of site soils as hazardous waste. Therefore, site soils exposed during excavation of the tanks are not expected to be hazardous.

### 2-02 LIQUID HAZARDOUS AND EXTREMELY HAZARDOUS WASTES

Liquid hazardous or extremely hazardous wastes may originate from residual materials contained within the tanks and tank piping.

The Contractor shall collect all liquids drained from the tanks following excavation. The Contractor will capture all liquids, if any, contained in piping associated with the tanks prior to disconnecting. These materials shall be collected by the Contractor and placed into appropriate sealed containers, using means that avoid release of any of the material, for recycle or disposal.

It is estimated that the volume of potentially hazardous liquid wastes which must be removed from the tanks for the transport and disposal off-site is approximately 3,000 gallons.

Enguire will
The Contractor shall provide the required documentation for transport and disposal or recycle, Disposal or recycle shall be to an authorized receiver, as applicable, or in an authorized hazardous waste disposal site in complete compliance with applicable laws and regulations. The Contractor shall furnish all containers.

**2**-1

- and identify the facility to which the liquid shall be delivered by the lootractor.

#### ADUA TERRA TECHNOLOGIES

SOLID HAZARDOUS WASTES द्रै−03

, as selected by the Engineer.

The tanks and piping removed by excavation will be considered hazardous waste. The Contractor will dispose of the tanks and piping to an authorized hazardous waste receiver or hazardous waste disposal site with All transport and disposal documentation, as required by applicable laws and regulations, \tag{Tbe Contractor} shall notify the engineer of the receiver and the tanks prior to their disposal. - shall be defined by the Engineer.

2-04 PAYMENT

Payment for containerization, documentation, transport, and disposal of hazardous wastes, including the excavated tanks and the cost of containers and recycling costs, if any, will be paid according to the Contract lump/sum.

Redo this consistent with other payment rections.

### SECTION &

#### BACKFILL AND GRADING

### 6-01 GENERAL

When excavation of tanks and soils has been completed, the excavation shall be backfilled with material from stockpiles and imported clean fill material.

After the excavation is backfilled, the work area shall be graded to match the original surface contours which existed prior to excavation. The backfill shall be graded to allow resurfacing with a reinforced concrete slab with a minimum thickness of six (6) inches.

Compaction of backfill will be determined by the Dwner's geotechnical consultant.

The Contractor shall assume all responsibility-for dust control and shall carry out proper and efficient measures whenever dust control is necessary.

# \$-02 BACKFILL MATERIAL

All backfill material shall net contain vegetable matter, reinforced concrete, roots, wood, debris, or any material that the Engineer has determined to be unsuitable.

Imported material shall have low expansion characteristics; the liquid limit shall be less than 40 percent and the plasticity index shall be less than 15 percent. The imported material shall be tested by the Owner's geotechnical consultant prior to placement in excavations. Alternatively, the backfill material may consist of sand and/or crushed rock.

Stockpiled material containing rock over six (6) inches in size shall either be reduced in size to less than six (6) inches or disposed of off-site as is most economical.

Unsuitable backfill material shall be disposed of off-site by the Contractor.

### \$-03 BACKFILLING

Backfill shall be placed in layers of eight (8) inches maximum loose thickness, moisture conditioned, as necessary, and each layer shall be compacted as specified herein, before the overlaying layer is placed. In all areas not accessible to rollers or compactors, the fill shall be compacted with mechanical tampers.

### \$-04 COMPACTION

The Contractor's equipment and method for compaction of backfill shall be suitable to meet the specified compaction requirements. If necessary, the Contractor's selected equipment and construction procedure shall be altered, changed or modified in order to meet the specified compaction requirements. Compaction by flooding, ponding or jetting is not permitted.

All compaction equipment shall be of suitable mechanical type; subject to prior approval by the Owner's geotechnical consultant. Backfill shall be compacted to a minimum of 90% relative compaction as determined by ASTM D 1557-78(C) test method. Compaction will be tested by the Owner's geotechnical consultant. Each layer of compacted fill shall be subject to inspection and testing by the Owner's geotechnical consultant prior to placement of a subsequent layer.

### 8-05 ROUGH GRADING

The site shall be rough graded to match the contours of the original grade which existed prior to excavation.

### 8-06 PAYMENT

Payment for backfill and grading will be made by lump sum as specified in the Contract. Any additional work directed by the Engineer will be at the Contract unit price. Unit price payments will be based on certified weightmaster net weight certificates provided at the Contractor's expense and/or on in-place dimensions as determined by the Engineer.

### SECTION }

#### CONCRETE SLAB-ON-GRADE

### 7-01 GENERAL

The Contractor shall construct a new reinforced concrete slab-on-grade within the areas shown on Drawing 2. The slab-on-grade shall have a minimum thickness of six (6) inches.

### 7-02 TESTING AND INSPECTION

All testing and inspections shall be in accordance with the 1982 Uniform Building Code and/or Local Building codes. The Owner shall retain an independent testing laboratory to conduct any necessary testing and inspection. The Contractor shall be responsible for providing the testing agency with a current construction schedule.

### 7-03 SUBGRADE PREPARATION

The soil subgrade on which the slab will be constructed shall be firm and non-yielding, and free of loose material. The upper six (6) inches of subgrade soil shall be compacted to a minimum of 95 percent relative compaction.

#### 7-04 PORTLAND CEMENT CONCRETE

All concrete shall be Type II Modified Portland Cement, with three quarter (3/4) inch maximum size aggregate. Concrete 28 day strength shall be 3,000 psi minimum.

### 7-05 REINFORCING

The concrete slab shall be reinforced with 6"  $\times$  6"  $\times$  W 2.1  $\times$  2.1 welded wire fabric. The welded wire fabric shall be placed at the mid-depth of the slab. Around the perimeter of the slab the new welded wire fabric shall overlay the existing by at least six (6) inches (see Section 4-01, Paragraph 2).

### 7-06 JOINTS

A trowled grove type joint shall be formed around the perimeter of the area and at about 15 to 20 foot spacings in both directions.

#### AQUA TERRA TECHNOLOGIES

Joint locations shall be approved during construction by the Engineer, and coincide with the existing/new slab transition. The groves shall be a minimum of one (1) inch deep and three eights (3/8) inch wide. The joints shall be filled with an elastomeric sealant approved by the Engineer.

### 1-07 CONCRETE FINISH

Either machine or hand methods may be used for finishing. The concrete shall be brought to a true and even surface, free of rock pockets, with the fewest possible passes. A final skid resistant finish shall be made with a burlap drag or broom.

### 7-08 CURING

All concrete surfaces shall be cured using a liquid membrane forming compound approved by the Engineer or by mats of burlap, cotton or other fabrics that are applied wet and kept wet for at least 72 hours.

### \$-09 PAYMENT

Payment for all work required to construct the new slab-on-grade will be made according to the Contract lump sum. Any additional work directed by the Engineer shall be at the Contract unit price. Unit price payments will be based on in-place dimensions as determined by the Engineer.

#### SECTION &

#### **CLEANUP**

#### \$-01 GENERAL

During the progress of the work, the Contractor shall keep the premises occupied by him in a neat and clean condition, disposing of refuse in a satisfactory manner.

At no time shall there be any accumulation of rubbish, excavated material or equipment that will interfere with the convenience or operation of others or result in unsightly appearance of the work.

#### \$-02 PROTECTION OF WORK

The Contractor shall be responsible for the care of all work until its completion and final acceptance, and he shall protect the site from erosion or drainage of contaminated material out of the work area.

#### \$-03 FINAL CLEANUP

Prior to final acceptance of the work, the Contractor shall remove all temporary structures built by or for him, and remove all equipment and surplus construction material and debris from the area. The entire project, before acceptance by the Owner, shall be left in a neat and clean condition.

### 8-04 PAYMENT

Payment for protection of work and final cleanup will be included in the Contract lump sum.

(RWSD4-407.2-9)

Send to Schrienter

Due to McKesson's acknowledged dreer and substandard performance. Aqua Terra, Peterson/Puritan and Peterson/Puritan's legal and environmental consultants were forced to do the following:

- 1. Delay and reschedule a high priority meeting with the regulatory agency since data of sufficient quality, accuracy and timeliness was not available as agreed to between Aqua Terra and the McKesson Company.
- 2. Re-evaluate McKesson's erroneous data, define plan to search for, contact, select, and hire two outside testing laboratories to recheck the analysis on duplicate samples. Provide time for discussing alternatives with all parties and provide special courier service to testing laboratories to deliver duplicate samples.
- 3. Prepare presentation in order to discuss with the regulatory body the reason for delay, the obvious McKesson error, and confirmation of same as provided by McKesson rechecks and results from two outside laboratories.
- 4. Delay letting bids and construction for work to be accomplished at Peterson/Puritan's Santa Fe Springs plant site.
- 5. Extend the time that Peterson/Puritan was required to hire and pay consultants such as Aqua Terra as well as Peterson/Puritan's other legal and environmental consultants.
- 6. Delay in the closing and sale of the property as a result of the McKesson error.

IN Summany Peterson/Puritan continues to feel that McKesson did not meet the agreed terms for providing quality analytical data on the samples submitted within the time agreed to by Aqua Terra and the McKesson organization. Peterson/Puritan also feets As a result, was injured with incurred costs well in excess of \$25,000 • and as result of said injury, in no way the esponsible for paying McKesson's of invoice, for substandard, defective analytical testing mocestics and result as acting whedged by the head of the Make son laboratory bimeelf.

As stated before, Peterson Puritan considers this matter closed and suggests that you review the facts of this unpleasant situation with your client.

Petenan Punitors

Sincerely,

Aqua Terra Technologies

R. Wane Schneiter, Ph.d., P.E. Vice President

GETERON GENTON 15

( AND ACKNOWLEGED ERROR,

if McCosen Days its Cin. on for Connent of

May 21, 1986



Mr. Tom McKenna President Peterson/Puritan, Inc. Hegler Lane Danville, IL 61832

Subject: Laboratory Analyses - PPI Plant Tank Closure

Santa Fe Springs, CA

Dear Mr. McKenna:

As we discussed, documentation regarding the analytical services provided by McKesson for the subject project are enclosed. You are provided with copies of analytical results and invoices from McKesson and two other laboratories, copies of correspondence among PPI, Aqua Terra, and McKesson regarding services and payment of the McKesson invoice, and a copy of the letter from McKesson's attorney threatening a lawsuit.

In addition to costs for the two analytical laboratories (excluding McKesson), costs to PPI were incurred for Aqua Terra staff time to arrange for subsequent sampling, deliver samples, and provide data interpretation. Also, additional Aqua Terra staff time was required for report preparation time and discussions with the Regional Water Quality Control Board (RWQCB), which were somewhat complicated.

With receipt of the letter from McKesson's attorney, we are faced with the need to provide documentation of "other" costs resulting from the deficient analytical data. In order to effect a timely resolution of this matter, your assistance in providing documentation to refute McKesson's claim for payment is requested.

Please call if you have any questions or comments regarding this matter. I look forward to hearing from you soon.

Sincerely,

Aqua Terra Technologies

R. Wane Schneiter, Ph.D., P.E.

Vice President

RWS/lg Enclosure

cc: Peter Roncetti, CPC International

HARRY M. WILLIS
COUNSELOR AT LAW
GOI CALIFORNIA STREET
SUITE 2100
SAN FRANCISCO 04108
(415) 391-1500

May 8, 1986

Aqua Terra Technologies 3490 Buskirk Avenue, Suite A Pleasant Hill, California 94253

Attn: Accounts Payable

Gentlemen or Ladies:

I have been retained by McKesson Environmental Services to effect collection of Invoice No. 8605-149, in the principal amount of Legal interest has accrued on the invoice amount since May 31, 1985. I have reviewed McKesson's file in this matter, and it appears that there is no basis for disputing the invoice. If satisfactory arrangements are reached now for paying this overdue obligation, McKesson will waive accrued interest; failing such arrangement, I have been instructed to proceed with a lawsuit, in which McKesson will seek the invoice amount, accrued legal interest, attorney's fees as allowed, and costs of suit.

Please advise me of your position by May 16.

Very truly yours,

I way of whole

Harry M. Willis

/mac

cc: Ms. Donna Lahr

#### THIS HAS BEEN SENT TO YOU BY A COLLECTION AGENCY

THAT SHORL' SYSTEMS INC. COLLECTION DIVISION

ACCT NO.89376-000-0009794982 CLIENT REF.

SARU COMMERCE BEAD. FOHNERT PARK, CA 94928

AMOUNT DUE

\$4,680.00

BILLED NOV 1 8 1985 RECEIVED no. 1 o 1905 11/14/85 AQUA TERRA TECHNOLOGIES 3490 BUSKIRK AVE #A PLEASANT HILLS

COURTESY MOTICE - - OUR CLIENT HAS REQUESTED THAT WE CONTACT YOU REGARDING YOUR OVERDUE PAYMENT. WE REALIZE THIS COULD BE AN OVERSIGHT ON YOUR PART AND NOT A WILL-FUL DISREGARD OF AN ASSUMED OBLIGATION. IF THERE IS A LEGITIMATE MISUNDERSTANDING CONCERNING THIS DEBT. CONTACT YOUR CREDITOR AND DISCUSS IT.

PLEASE MAKE FURTHER COLLECTION PROCEDURES UNNECESSARY BY SCHOING PAYMENT IN FULL OR MAKING SATISFACTORY

APRANGEMENTS WITH + + ACCOUNTS PECEIVABLE MANAGER MC RESSON ENVIRONMENTAL SVCS ATTN J COON MANAGE OF ACCT P 0 SOX 2277

TEL. 415/828-1446 4311

DUBLIN

CA 94568

TO INSURE PROPER CREDIT - SEND THIS NOTICE WITH YOUR CHECK TO

\* Donna I 11/20/85 =

Services, 1920 - 20th Street, Sacramento, CA 95814. Please note any information obtained from you will be used for the purpose of collecting this debt. All portions of this claim shall be assumed valid unless disputed within thirty days of receiving this notice. If disputed in writing, verification of the debt will be provided to you. If the original creditor is different from the above named creditor, the name and address of the original creditor will also be provided



February 6, 1986

Ms. Donna Lahr Accounts Receivable McKesson Environmental Services 1252 Quarry Lane P.O. Box 9019 Pleasanton, CA 94566

Subject: Laboratory Analyses - Invoice 8605-149

Dear Ms. Lahr:

Attached is correspondence among McKesson, Aqua Terra, and our client regarding the subject invoice.

Inasmuch as services provided by McKesson were not in accordance with time and quality requirements agreed upon prior to the provision of the services, and because the inadequacies resulted in additional costs to our client, the client refuses to pay the invoice. Likewise, Aqua Terra will not accept the responsibility for payment of the invoice.

We and our client consider the matter closed.

Sincerely,

AQUA TERRA TECHNOLOGIES, INC.

R. Wane Schneiter, Ph.D.

Vice President

RWS:km

Attachments



### PETERSON/PURITAN, INC.

An Affiliate Of CPC International Inc.

HEGELER LANE . DANVILLE, ILLINOIS 61832 . (217) 442-1400 . TWX 910-350-9482

January 31, 1986

Mr. R. Wane Schneiter, Ph.D. Aqua Terra Technologies 3490 Buskirk Avenue, Suite A Pleasant Hill, California 94523

#### Dear Wane:

Per our previous discussions, the testing work performed by Doctor Steele's laboratory was both erroneous and not timely. As a result of their poor analytical performance, we were required to incur additional costs and delay the disposition of our California facility.

It is not our intent to pay for analytical services which were proven to be substandard and late.

I shared my concern with Doctor Steele by phone in mid summer. He was going to review particulars and that was the last I heard from him.

We consider this matter closed.

regards

Tom McKenna

President

TMM/ssm

cc: W.R. Robinson

P.M. Roncetti



January 28, 1986

Mr. Tom McKenna President Peterson/Puritan, Inc. Hegler Lane Danville, IL 61832

Subject: Laboratory Analyses
PPI Plant Tank Closure
Santa Fe Springs, CA

Dear Mr. McKenna:

Please advise me regarding the attached invoice from McKesson. This work was performed in May, 1985, as we have previously discussed.

Sincerely,

AQUA TERRA TECHNOLOGIES, INC.

R. Wane Schneiter, Ph.D., P.E.

Vice President

RWS:km Attachment

### **M**+Kesson

January 24, 1986

Aqua Terra Technologies 3490 Buskirk Ave. #A Pleasant Hills, CA 94253

Attn: Wayne Schneiler

Dear Wayne:

Attached please find copy of our invoice #8605-149, dated May 31, 1985.

I have spoken to Doctor Warren Steele, regarding this invoice. He informs me, that the amount questioned was corrected prior to the invoice being sent. Please forward this information to your client and explain that payment is expected immediately.

If you have any questions, please contact Warren Steele, Ph.D., at our new address above.

Thank you for your attention to this matter.

Sincerely,

Donna Lahr

Accounts Receivable

Mikesson

INVOICE

McKesson Corp

One Post Street Suite 925

San rancisco CA 94104

AQUA TERRA TECHNOLOGIES 3490 Buskirk Avenue, Suite A Pleasant Hill, CA 94253

Attn: Accounts Payable

Date Ma

May 31, 1985

Your No

Job 407

Our No

8605-149

Terms

Net 10 days

7298-ZS. Analysis of thirty (30) soil samples by EPA Methods 8010 and 8020:

18 'rush' (50% surcharge) @ \$180 ea. 12 regular turnaround @ \$120 ea.

Report date: 5/28/85



Please send remittance Attention: Mr. J. L. Scherer - 9th Floor at the above address.

Diease pay this invoice — No statement will be sent 4-50 (81)-83)

PAST DUE

#### LETTER OF TRANSMITTAL

LECHNOLOGIES

Date: June 10, 1985

To: Peterson/Puritan, Inc.

Hegler Lane

Danville, IL 61832

Attn: Dale C. Cook

From: R. Wane Schneiter-

Subject: Underground Tank Closure, Peterson/Puritan, Inc.

Santa Fe Springs, California

Transmitted herewith is our invoice for services performed from May 1 to May 31, 1985, and an invoice from McKesson Environmental for analytical laboratory services. The McKesson invoice is transmitted to you as requested by Peter Roncetti.

Services included drilling five test borings and collecting soil samples for analysis. The samples were analyzed by three different laboratories. Analyses by the second and third laboratories was necessary because data received from the first laboratory, McKesson, contained anomalies. The specifics of the analytical events were described in our recent report of May 1985.

McKesson re-analyzed samples which originally produced anomalous results; however, the data was not reported by the deadline requested. In addition, selected samples were taken to the additional two laboratories for the purpose of confirming McKesson data.

McKesson adjusted their quote for services, as shown on the attached McKesson invoice, to not include a "rush surcharge" on samples requiring re-analysis.

The McKesson fees have not been included in our invoice, although we have included a 10% markup on these fees. At the request of Peter Roncetti, the McKesson invoice is transmitted to you to handle as appropriate.

cc: Peter Roncetti
Tom McKenna

(L407.6)

June 10, 1985



Peterson/Puritan, Inc. Hegler Lane Danville, LL 61832

Attention: Mr. Dale C. Cook

Subject: Underground Tank Closure, Peterson/Puritan, Inc.,

Santa Fe Springs, CA

May 1 - May 31, 1985

Invoice No. 06

Job No. 407

Professional consulting services including contact with regulatory agencies, preparation of tank closure specification, and soil sample analyses.

#### Salary Cost

 Senior Engineer/Scientist
 42.75 hrs. @ \$70/hr.

 Grade 3 Engineer/Scientist
 3.0 hrs. @ \$40/hr.

 Draftsman
 6.25 hrs. @ \$40/hr.

 Typist
 14.0 hrs. @ \$30/hr.



, 1

#### Subtotal:

#### Direct Expenses

Auto Mileage 84 @ \$.25 Commercial Travel/Subsistance Analytical Laboratory Test Poring Drilling Express Package Service Graphic Reproductions



#### Subtotal:

#### TOTAL DUE THIS INVOICE

Total Budget Total Invoiced Budget Remaining



cc: Mr. Peter Roncetti Mr. Randy Mott

Terms: Payable upon receipt. A finance charge of 1-1/2% per

month will be payable on accounts not paid within 30

days.

### M-Kesson

McKesson Corp.
One Post Street Suite 925
San Francisco CA 94104

RECEIVED JUN 0 3 1985

AQUA TERRA TECHNOLOGIES 3490 Buskirk Avenue, Suite A Pleasant Hill, CA 94253

Attn: Accounts Payable

May 31, 1985 Date

Your No

Job 407

Our No

8605-149

Terms

Net 10 days

7298-ZS. Analysis of thirty (30) soil samples by EPA Methods 8010 and 8020:

18 'rush' (50% surcharge) @ \$180 ea. 12 regular turnaround @ \$120 ea.

Report date: 5/28/85



Please send remittance Attention: Mr. J. L. Scherer - 9th Floor at the above address.

Please pay this invoice - No statement will be sent

FM-50 (R1: 83)

#### MULTI-TECH LABORATORIES, INC.

320 Tesconi Circle, Suite R SANTA ROSA, CALIFORNIA 95401

CPC Belle 6/6/85

0550

RECEIVED MOY 2 0 1985

5-17-85 Tustoiara babeatiin

(707) 544-5570

Aqua Terra Technologies 3490 Buskirk Ave., Suite A Pleasant Hill, CA 94523

R. Wane Schneiter Attn:

SAI ESPERSON

0.4.6 PRICE AMOUNT DESCRIPTION THYNAUL 5-2409 Method 8010 - B3-407-40 5 - 17 - 855-2410 Method 8010 - B5-407-50 5-2411 Method 8010 - B4-407-40 5-2412 Method 8010 - B4-407-50 5-2413 Method 8010 - B5-407-40 5-2414 Method 8010 - B5-407-50 5-2415 Method 8010 - B4-407-50 For all of the above per quote

ORIGINAL

TEDRES "

Thank You!

AQUA TERRA TECHNOLOGIES 3490 BUSKIRK AVENUE SUITE A PLEASANT HILL, CA 94523 415 934 4884

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CPC. 407		
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Dollars

CHECK AMOUNT

MERIDIAN NATIONAL BANK
7700 EDGEWATER DRIVE, SUITE 307 OAKLAND, CALIFORNIA 94621

R. Ware Sch

FOIA ex 6, Personal Privacy

#### LETTER OF TRANSMITTAL



Date: May 16, 1985

To: Multi-Tech Laboratories

320 Tesconi Circle Santa Rosa, CA 95401

From: R. Wane Schneiter, Ph.D., P.E.

Subject: Soil Sample Analyses - RUSH

Seven soil samples are transmitted herewith for RUSH analysis according to EPA Method 8010. Samples should be relatively clean; low ppb level, if anything. A detection limit of less than 5 ppb is required.

If any problems arise during off business hours call me at home -415/674-1599.

Please report results to me verbally as soon as analyses are completed.

# HAZARDOUS WASTE SAMPLE AQUA TERRA TECHNOLOGIES CHAIN OF CUSTODY RECORD Collector's Sample No, / Description: 127 421 Address Sugar Funkul Ave., Sto A., Hanset Hill Con Collector: Name Signature Telephone() Sampling Location: Producer Hauler Disposal Site Other Type of Process Producing Waste Field Data Sporter Colletted 5/8 and 5/9. (hein) of Cutody from sangling just to Mr Resson Energianutal, California Brieflead tota. Chain of Possession: 1. Agus Tura Tich = 290 Rushih Ave St A March Hell CA. Name & Address of Organization Receiving Sample Signature Title Inclusive Dates 2. Hill-Theef LASSIMONIES INC. Name & Address of Organization Receiving Sample Held Lesub Jet Director 5-16-5-17 Signature Title Inclusive Dates

Name & Address of Organization Receiving Sample

Signature Title Inclusive Dates

Method of Shipment ("OURIEK"

Received for Laboratory: By EZE HIMLE

Date 5-16-3 Time 3 89 Comments

Samples arrived at laboratory in unsealed, unrefrigerated sampling tubes.



320 TESCONI CIRCLE SUITE R . SANTA ROSA CA 95401 . (707) 544-5570

5-17-85

Aqua Terra 3490 Buskirks Ave., Suite A Pleasant Hill, CA

Laboratory number: 5-2409

Date collected: unknown Date in lab: 5-17-85

Client identification: B3-407-40

#### EPA METHOD 8010 ORGANOHALIDES

Chloromethane Bromomethane Dichlorodifluoromethane Vinyl Chloride Chloroethane Methylene Chloride Trichlorofluoromethane 1,1-Dichloroethene 1,1-Dichloroethane trans-1,2-dichloroethene Bis (2 chloroethyl) ether Chloroform 1,2-Dichloroethane 1,1,1-trichloroethane Carbon Tetrachloride Bromodichloromethane 1,2-Dichloropropane trans-1,3-Dichloropropene Trichloroethene Dibromochloromethane 1,1,2-Trichloroethane cis-1,3-dichloropropene 2-Chloroethylvinyl ether Bromoform 1,1,2,2-Tetrachloroethane Tetrachloroethene Chlorobenzene 1,3-Dichlorobenzene 1,2-Dichlorobenzene 1,4-Dichlorobenzene	<pre>&lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1</pre>	UUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUU
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Jamaia M. Oobown.
Analytical Director



320 TESCONI CIRCLE SUITE R . SANTA ROSA CA 95401 . (707) 544-5570 5-17-85

Aqua Terra 3490 Buskirks Ave., Suite A Pleasant Hill, CA

5-2410 Laboratory number:

Date collected: unknown 5-17-85 Date in lab:

Client identification: B5-407-50

#### EPA METHOD 8010 ORGANOHALIDES

1,2-Dichlorobenzene <0.1 ug/kg 1,4-Dichlorobenzene <0.1 ug/kg
--

Jamaia M. Osbom.



320 TESCONI CIRCLE SUITE R . SANTA ROSA CA 95401 . (707) 544-5570 5-17-85

Aqua Terra 3490 Buskirks Ave., Suite A Pleasant Hill, CA

5-2411 Laboratory number:

Date collected: unknown 5-17-85 Date in lab:

Client identification: B4-407-40

### EPA METHOD 8010 ORGANOHALIDES

Chloromethane Bromomethane Dichlorodifluoromethane Vinyl Chloride Chloroethane Methylene Chloride Trichlorofluoromethane 1,1-Dichloroethene 1,1-Dichloroethane trans-1,2-dichloroethene Bis (2 chloroethyl) ether Chloroform 1,2-Dichloroethane 1,1,1-trichloroethane Carbon Tetrachloride Bromodichloromethane 1,2-Dichloropropane trans-1,3-Dichloropropene Trichloroethene Dibromochloromethane 1,1,2-Trichloroethane cis-1,3-dichloropropene 2-Chloroethylvinyl ether Bromoform 1,1,2,2-Tetrachloroethane Tetrachloroethene Chlorobenzene 1,3-Dichlorobenzene 1,4-Dichlorobenzene	<pre>&lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1</pre>	uuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuuu
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320 TESCONI CIRCLE SUITE R . SANTA ROSA, CA 95401 . (707) 544-5570

5-17-85

Aqua Terra 3490 Buskirks Ave., Suite A Pleasant Hill, CA

Laboratory number: 5-2412

Date collected: unknown Date in lab: 5-17-85

Client identification: B4-407-50

#### EPA METHOD 8010 ORGANOHALIDES

Chloromethane Bromomethane Dichlorodifluoromethane Vinyl Chloride Chloroethane Methylene Chloride Trichlorofluoromethane 1,1-Dichloroethene 1,1-Dichloroethane trans-1,2-dichloroethene Bis (2 chloroethyl) ether Chloroform 1,2-Dichloroethane 1,1,1-trichloroethane Carbon Tetrachloride Bromodichloromethane 1,2-Dichloropropane trans-1,3-Dichloropropene Trichloroethene Dibromochloromethane 1,1,2-Trichloroethane 1,1,2-Trichloroethane cis-1,3-dichloropropene 2-Chloroethylvinyl ether Bromoform 1,1,2,2-Tetrachloroethane	<pre>&lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1 &lt;0.1</pre>	ug/kkg         kkg         kkg <t< th=""></t<>

Tomara M. Osborn



320 TESCONI CIRCLE SUITE R • SANTA ROSA, CA 95401 • (707) 544-5570 5-17-85

Aqua Terra 3490 Buskirks Ave., Suite A Pleasant Hill, CA

Laboratory number: 5-2413

Date collected: unknown Date in lab: 5-17-85

Client identification: B5-407-40

#### EPA METHOD 8010 ORGANOHALIDES

Chloromethane Bromomethane Dichlorodifluoromethane Vinyl Chloride Chloroethane	<0.1 <0.1 <0.1 <0.1 <0.1	ug/kg ug/kg ug/kg ug/kg ug/kg ug/kg
Methylene Chloride Trichlorofluoromethane	<0.1	ug/kg ug/kg
l,l-Dichloroethene l,l-Dichloroethane	<0.1	ug/kg ug/kg
trans-1,2-dichloroethene Bis (2 chloroethyl) ether	<0.1	ug/kg ug/kg
Chloroform 1,2-Dichloroethane	<0.1 <0.1	ug/kg ug/kg
l,l,l-trichloroethane Carbon Tetrachloride	<0.1 <0.1	ug/kg ug/kg
Bromodichloromethane l,2-Dichloropropane	<0.1 <0.1	ug/kg ug/kg
trans-1,3-Dichloropropene Trichloroethene	<0.1 <0.1	ug/kg ug/kg
Dibromochloromethane 1,1,2-Trichloroethane	<0.1 <0.1	ug/kg ug/kg
cis-1,3-dichloropropene 2-Chloroethylvinyl ether	<0.1 <0.1	ug/kg ug/kg
Bromoform 1,1,2,2-Tetrachloroethane	<0.1	ug/kg ug/kg
Tetrachloroethene	<0.1	ug/kg
Chlorobenzene I,3-Dichlorobenzene		ug/kg ug/kg
1,2-Dichlorobenzene 1,4-Dichlorobenzene	<0.1 <0.1	ug/kg ug/kg

Jamaia M. Osbow Analytical Director



320 TESCONI CIRCLE SUITE R . SANTA ROSA, CA 95401 . (707) 544-5570 5-17-85

Aqua Terra 3490 Buskirks Ave., Suite A Pleasant Hill, CA

Laboratory number: 5-2414

Date collected: unknown Date in lab: 5-17-85

Client identification: B5-407-50

#### EPA METHOD 8010 ORGANOHALIDES

Samara M. Osbom



320 TESCONI CIRCLE SUITE R . SANTA ROSA, CA 95401 . (707) 544-5570 5-17-85

Aqua Terra 3490 Buskirks Ave., Suite A Pleasant Hill, CA

Laboratory number: 5-2415

Date collected: unknown Date in lab: 5-17-85

Client identification: B4-407-50

## EPA METHOD 8010 ORGANOHALIDES

Chloromethane Bromomethane	<0.1	ug/kg ug/kg
Dichlorodifluoromethane	<0.1	ug/kg
Vinyl Chloride	<0.1	ug/kg
Chloroethane	<0.1	
Methylene Chloride	<0.1	ug/kg
Trichlorofluoromethane	<0.1	ug/kg
1,1-Dichloroethene	<0.1	ug/kg
l,1-Dichloroethane	<0.1	ug/kg
trans-1,2-dichloroethene	<0.1	ug/kg
Bis (2 chloroethyl) ether	<0.1	ug/kg
Chloroform	<0.1 <0.1	ug/kg
1,2-Dichloroethane	<0.1	ug/kg
l,l,l-trichloroethane Carbon Tetrachloride	<0.1	ug/kg ug/kg
Bromodichloromethane	<0.1	ug/kg
1,2-Dichloropropane	<0.1	
trans-1,3-Dichloropropene	<0.1	ug/kg
Trichloroethene	<0.1	ug/kg
Dibromochloromethane	<0.1	ug/kg
1,1,2-Trichloroethane	<0.1	ug/kg
cis-1,3-dichloropropene	<0.1	ug/kg
2-Chloroethylvinyl ether	<0.1	ug/kg
Bromoform	<0.1	ug/kg
1,1,2,2-Tetrachloroethane	<0.1	ug/kg
Tetrachloroethene	<0.1	ug/kg
Chlorobenzene	<0.1	ug/kg
1,3-Dichlorobenzene	<0.1	ug/kg
l,2-Dichlorobenzene	<0.1	ug/kg
l,4-Dichlorobenzene	<0.1	ug/kg

Jamaia M. Oskom

Analytical Director

CPC' Bitto 6/6,185

# CALIFORNIA ANALYTICAL LABORATORIES, INC.

2544 INDUSTRIAL BLVD. • WEST SACRAMENTO, CA. 95691

PAGE 1

003119

(916) 372-1393

WILL TORK OF STUDIES THREE TROKERS AWELDT

( ) ( ) ( ) ( )

Bill To

PURE MUSHILL LA

444,77

Date

05/17/85

PO No

Invoice No

Lab	No S	Submitted	Analysis	Samples	Cost
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TERMS NET 30 DAYS PAST DUE ACCOUNTS WILL BE CHARGED 11/2% ACCOUNTING FEE

TERMS NET 30 DAYS PAST DUE ACCCOMIC .. LL L-CHARGED 1/1% ACCOUNTING FEE

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AQUA TERRA TECHNOLOGIES 3490 BUSKIRK AVENUE

SUITE A PLEASANT HILL, CA 94523 415 934 4884

AMOUNT EXPLANATION

1488

90 3760

7700 EDGEWATER DRIVE, SUITE 307 OAKLAND, CALIFORNIA 94621

Dollars

CHECK AMOUNT

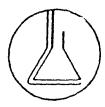
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## AQUA TERRA TECHNOLOGIES

HAZARDOUS WASTE SAMPLE CHAIN OF CUSTODY RECORD

Collector's Sample No./D		
Pr-407-30/ Port sample		
P.2-407 40/		
8,4-901-40/		
34-407-50		
85-407-40 / V		
	Report to Report to	P.W. Schnetter
Collector: Name	Signatur	e
Affiliation	Tel	ephone()
Sampling Location: Prod Othe	ucer Hauler D	isposal Site
Type of Process Producin	g Waste	
Field Data Col Marylla.	possibil S/8 and S/9 - chair	i of autoly to McKine
Chain of Possession:  1. Area Tina Tell	3490 Punkish Avre St. A	Phonon Hill CA
Name & Add	3:490 Buskish Awe. St. A ress of Organization Receiving	g Sample
Silvin Jones	Title	May 15 1785 Inclusive Dates
· 1		•
2. Cal Lass, 254	HI INDUSTRICE BLYA.	N. Secto. Ca
Mame & Addr	ress of Organization Receiving  ASSISTANT I  Title	g Sample
Signature	Title	Ínclusive Dates
3		
Name & Addr	ress of Organization Receiving	g Sample
Signature	Title	Inclusive Dates
Method of Shipment		
Received for Laboratory:	By	
	Comments	



# California Analytical Laboratories, Inc. 2544 Industrial Boulevard • West Sacramento, CA 95691 • (916) 372-1393

May 16, 1985 Lab No. 21039 Received: 5/15/85

Wane Schneiter Aqua Terra Technologies 3490 Buskirk Avenue Ste. A Pleasant Hill, CA 94523

Seven soil samples were received in six inch brass core tubes to be analyzed by EPA Method 601. RUSH.

CAL I.D.	Sample	I.D.
21039-1	022251	B2-407-30
-2	022252	B2-407-40
-3	022257	B3-407-40
<del>-</del> 4	022299	B4-407-40
~5	022300	B4-407-50
-6	022305	B5-407-40
<del>-</del> 7	022306	B5-407-50

### RESULTS

The samples were analyzed by purge/trap GC-Coulson. Results are attached.

Charles J. Soderquist, PhD

Vice President

Ben N. Buechier GC Lab Manager

jЪ

# EPA Method 601 (Modified)

## Data Sheet

Sample I.D. 022251 B2-407-30	CAL I.D.21039-1
	ug/g (ppm)
1,1-Dichloroethylene	<0.05
1,1-Dichloroethane	<0.05
trans-1,2-Dichloroethylene	<0.05
Chloroform	<0.05
1,1,2-Trichloro-2,2,1-trifluoroethane	<0.05
1,2-Dichloroethane	<0.05
1,1,1-Trichloroethane	<0.05
Carbon tetrachloride	<0.05
Bromodichloromethane	<0.05
1,2-Dichloropropane	<0.05
cis-1,3-Dichloropropylene	<0.05
Trichloroethylene	<0.05
trans-1,3-Dichloropropylene	<0.05
1,1,2-Trichloroethane	<0.05
Dibromochloromethane	<0.05
1,2-Dibromoethane	<0.05
Bromoform	<0.05
Tetrachloroethylene	<0.05
1,1,2,2-Tetrachloroethane	<0.05
Chlorobenzene	<0.05

PREPARED BY APPROVED BY

DATE 5-16-85

# EPA Method 601 (Modified) Data Sheet

Sample	I.D.	022252	B2-407-40	CAL	I.D.21039-2
,					

	ug/g (ppm)
1,1-Dichloroethylene	<0.05
1,1-Dichloroethane	<0.05
trans-1,2-Dichloroethylene	<0.05
Chloroform	<0.05
1,1,2-Trichloro-2,2,1-trifluoroethane	<0.05
1,2-Dichloroethane	<0.05
1,1,1-Trichloroethane	<0.05
Carbon tetrachloride	<0.05
Bromodichloromethane	<0.05
1,2-Dichloropropane	<0.05
cis-1,3-Dichloropropylene	<0.05
Trichloroethylene	<0.05
trans-1,3-Dichloropropylene	<0.05
1,1,2-Trichloroethane	<0.05
Dibromochloromethane	<0.05
1,2-Dibromoethane	<0.05
Bromoform	<0.05
Tetrachloroethylene	<0.05
1,1,2,2-Tetrachloroethane	<0.05
Chlorobenzene	<0.05

PREPARED BY KAPPROVED BY

DATE 5-16-85

## EPA Method 601 (Modified)

## Data Sheet

Sample I.D.022257 B3-407-40	CAL	T.D.	21039-3
		•	
		<u>u</u> ,	g/g (ppm)
1,1-Dichloroethylene			<0.05
1,1-Dichloroethane		-	<0.05
trans-1,2-Dichloroethylene			<0.05
Chloroform			<0.05
1,1,2-Trichloro-2,2,1-trifluoroethane			<0.05
1,2-Dichloroethane		-	<0.05
1,1,1-Trichloroethane			<0.05
Carbon tetrachloride			<0.05
Bromodichloromethane			<0.05
1,2-Dichloropropane			<0.05
cis-1,3-Dichloropropylene			<0.05
Trichloroethylene			<0.05
trans-1,3-Dichloropropylene			<0.05
1,1,2-Trichloroethane			<0.05
Dibromochloromethane			<0.05
1,2-Dibromoethane			<0.05
Bromoform			<0.05
Tetrachloroethylene			<0.05
1,1,2,2-Tetrachloroethane			<0.05
Chlorobenzene			<0.05

PREPARED BY APPROVED BY

DATE 5-16 85

# EPA Method 601 (Modified) Data Sheet

Sample	I.D.022299	B4-407-40	CAL I.D.21039-4
			<del></del>

	ug/g (ppm)
1,1-Dichloroethylene	<0.05
1,1-Dichloroethane	<0.05
trans-1,2-Dichloroethylene	<0.05
Chloroform	<0.05
1,1,2-Trichloro-2,2,1-trifluoroethane	<0.05
1,2-Dichloroethane	<0.05
1,1,1-Trichloroethane	<0.05
Carbon tetrachloride	<0.05
Bromodichloromethane	<0.05
1,2-Dichloropropane	<0.05
cis-1,3-Dichloropropylene	<0.05
Trichloroethylene	<0.05
trans-1,3-Dichloropropylene	<0.05
1,1,2-Trichloroethane	<0.05
Dibromochloromethane	<0.05
1,2-Dibromoethane	<0.05
Bromoform	<0.05
Tetrachloroethylene	<0.05
1,1,2,2-Tetrachloroethane	<0.05
Chlorobenzene	<0.05

PREPARED	BY	K
APPROVED	BY	(5)4C

DATE 5-16-85

# EPA Method 601 (Modified)

## Data Sheet

Sample I.D.022300 B4-407-50	CAL I.D.21039-5
	ug/g (ppm)
1,1-Dichloroethylene	<0.05
1,1-Dichloroethane	<0.05
trans-1,2-Dichloroethylene	<0.05
Chloroform	<0.05
1,1,2-Trichloro-2,2,1-trifluoroethane	<0.05
1,2-Dichloroethane	<0.05
1,1,1-Trichloroethane	<0.05
Carbon tetrachloride	<0.05
Bromodichloromethane	<0.05
1,2-Dichloropropane	<0.05
cis-1,3-Dichloropropylene	<0.05
Trıchloroethylene	<0.05
trans-1,3-Dichloropropylene	<0.05
1,1,2-Trichloroethane	<0.05
Dibromochloromethane	<0.05
1,2-Dibromoethane	<0.05
Bromoform	<0.05
Tetrachloroethylene	<0.05
1,1,2,2-Tetrachloroethane	<0.05

PREPARED BY APPROVED BY POWC

Chlorobenzene

DATE 5-16 85

<0.05

# EPA Method 601 (Modified) Data Sheet

# Sample I.D. <u>022305 B5-407-40</u> ,CAL I.D.<u>21039-6</u>

	ug/g (ppm)
1,1-Dichloroethylene	<0.05
1,1-Dichloroethane	<0.05
trans-1,2-Dichloroethylene	<0.05
Chloroform	<0.05
1,1,2-Trichloro-2,2,1-trifluoroethane	<0.05
1,2-Dichloroethane	<0.05
1,1,1-Trichloroethane	<0.05
Carbon tetrachloride	<0.05
Bromodichloromethane	<0.05
1,2-Dichloropropane	<0.05
cis-1,3-Dichloropropylene	<0.05
Trichloroethylene	<0.05
trans-1,3-Dichloropropylene	<0.05
1,1,2-Trichloroethane	<0.05
Dibromochloromethane	<0.05
1,2-Dibromoethane	<u>&lt;0.05</u>
Bromoform	<0.05
Tetrachloroethylene	<0.05
1,1,2,2-Tetrachloroethane	<0.05
Chlorobenzene	<0.05

PREPARED BY APPROVED BY 6505

DATE 5-10-85

# VOLATILE HALOGENATED ORGANICS EPA Method 601 (Modified) Data Sheet

Sample	I.D.	022406	B5-407-50	CAL	I.D. 21039-7

V	
	ug/g (ppm)
1,1-Dichloroethylene	<0.05
1,1-Dichloroethane	<0.05
trans-1,2-Dichloroethylene	<0.05
Chloroform	<0.05
1,1,2-Trichloro-2,2,1-trifluoroethane	<0.05
1,2-Dichloroethane	<0.05
1,1,1-Trichloroethane	<0.05
Carbon tetrachloride	<0.05
Bromodichloromethane	<0.05
1,2-Dichloropropane	<0.05
cis-1,3-Dichloropropylene	<0.05
Trichloroethylene	<0.05
trans-1,3-Dichloropropylene	<0.05
1,1,2-Trichloroethane	<0.05
Dibromochloromethane	<0.05
1,2-Dibromoethane	<0.05
Bromoform	<0.05
Tetrachloroethylene	<0.05
1,1,2,2-Tetrachloroethane	<0.05
Chlorobenzene	<0.05

PREPARED BY
APPROVED BY

DATE 5-16-85

# CHAIN OF CUSTODY RECORD



SAMPLERS (S	gnature)				Env	vironmental Se	rvices
Phone							
SHIP TO				SHIPPING INFORMATION		SEI	RVICE
AGUA	TERRA		<del></del>	Shipper MCKESSON A		ENTAL	, 
3490 1	BUSKIEK Ar	تع ا		Address 6363 CIA	RK AK	DUBL	IN, CA
· it Ti	A			Date Shipped 5/15/85		·	94-
1/5/130	15- HILL, CA	9452	?	Shipment Service Agence	Tena	Rich L	ing
ATTENTION .				Airbill No	Cooler No	)	
Phone No							
Relinquished b	y (Spanayya) //	7	Recei	ved by (Signature)		Date	Time
	1 MACHETA			141812 11112.		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	41.1
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nemidaished of	y (Signature)			what Joby	uisj	5/15/8	5133
				ion Upon Receipt," Section s, P.O. Box 2277, Dublin, Cal			irn top
Sample	Site/Sample	Date		Analysis		le Conditi	
Number	Identification	Sampled	_	Requested	<u></u>	n Receipt	
22251	82-407-30		_				
22252	B2-407-40		<b>-</b>				
<u> 12251</u>	B3-407-40		_				
22299	<u> 34-407-40</u>		_				
22300	B4-40750		_				
22305	B5-407-40		_				
22306	B5-417-50						
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		<del></del>					

May 8, 1985



Pr. Warren Steele McKesson Unvironmental Services 6363 Clark Avenue Dublin, CA 94568

Subject: Soil Sample Analyses

Dear Dr. Steele:

You will receive one shipment of soil samples with this letter and one additional shipment on the morning of May 10, 1985.

A total of 30 samples will be shipped. These samples will be designated as follows:

B1-407-5, 10, 20, 30, 40 and 50 B2-407-5, 10, 20, 30, 40 and 50 B3-407-5, 10, 20, 30, 40 and 50 B4-407-5, 10, 20, 30, 40 and 50 B5-407-5, 10, 20, 30, 40 and 50

Analysis should begin with samples collected from deeper depths and proceed to shallower depths (e.g., 50 feet samples analyzed first, 5 feet samples analyzed last). Samples from shallower depths will likely contain total organics at no greater than 1.0 ppm, and deeper samples should be below detection.

Please analyze each soil sample by GC/MS according to FPA Methods 8010 and 8020 for halogenated and aromatic volatile organics, respectively. All soil samples should be recapped and sealed, and retained under refrigeration following analysis, until notified.

As we discussed, analytical results must be verbally reported to me no later than the close of business on May 14, 1985.

Please contact me if you have any questions.

Sincerely,

AQUA TERRA TECHNOLOGIES

R. Wane Schneiter, Ph.D., P.E.

Project Manager

RWS:ks(@4.34)

## Mikesson

7218-28

May 28, 1985

Or R. Wane Schneiter, Ph D Aqua Terra lechnologies 3490 Buskirk Avenue, Suice A Pleasant Hill, CA 94253

Deur Dr. Schneiter

The attached data sheets constitute our report on analysis of soil cores from five separate borings from your job number 407. Each soil core was analyzed for volacile halogenated compounds (EPA Method 8010) and volatile aromatic compounds (EPA Method 8020).

If you have any questions concerning the results, please call.

Sincerely,

Warren C. Steele Program Manager

WCS 'cE Accachments

#### MEN ISSON INVINCAMENTAL SER ICES

u-b homber		¹. /≥ <del>-</del> ↓
Date Maccines	15 . 1.	
CCHPDi iD		<u> </u>

CCHPD(-)D	<u> </u>
dromodichlorometrare	\$
Princip Edica	2 ‡
( noncone 1) and	25
Cartin Ectrochloride	Ö
Caltrubenzena	15
Criff eChane	<i>4</i> 5
1-Chlurouth lying ether	513
Unitoro Forti	į.
Cirlonosethane	÷.
ti or mechly-omethave	.5
1,2-fichlorobensens	15
1,5-Dichlorobeniene	. 5
1,4-Dichlorubenzene	. 5
1,1-brent procthage	2
1,2-D chloroethane	3
1,1-Duchloroethine	5
Chans-1,2-Duch1, recovers	5
1, Pichloropro, as	5
ers=',3-recolorers bene	10
crais-1,2-0.chl in ripene	30
Yearn leve chloride	25
1,1,2,2-Tetrachlorucinade	3
Terraculorouther	3
1,1.1-Trichlurocc.	J.
1,1,2-trichtoroccine	٤
"richloroethene	7
In tchlorotlansomechere	-
Vinvl entoride	2u

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CERTIFICATION OF A CONTROL OF SAMPLE OF SAMPLE LIFE SAMPLE LIFE SAMPLES NOT THE BOLD OF SAMPLES AND THE SAMPLE Established to the

Lab Number. Sample I.D .	 7298-25		
Date Received:	AGUS-TERK TECHNOLOGIES		
Date Analyzed 05715/85			
COMPOUND	DETECTION LIMITS		
Bromodichloromethane	5		
Bromoform	25		
Bromomethane	25		
Carbon tetrachloride	6		
Chlorobenzene	1 5		
Chloroethane	25		
2-Chloroethylvinyl ether	50		
Chloroform	20		
Chloromethane	5		
Nibromochloromethane	15		
l,2-Dichlorobenzene	15		
l,3-Dichlorobenzene	15		
l,4-Dichlarobenzene	15		
l,l-Dichloroethane	3		
1,2-Dichloroethane	3		
l,l-Dichloroethene	5		
trans-1,2-Dichloroethene	5		
1,2-Dichloropropane	5		
cis-1,3-Dichloropropene	10		
trans-1,3-Dichloropropene	10		
Hethylene chloride	50		
1,1,2,2-Tetrachloroethane	3		
letrachloroethene	3		
l,l,l-Trichloroethane	3		
1,1,2-Trichloroethane	3		
Trichloroethene	5		
Irichlorofluoromethane	-		
Vinyl chloride	20		

ND - Not Detected

W F(ynn, Laboratory Nanager

CHRITTICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRITY IS HOT MADE BY MCYESSON ENVIRONMENTAL SERVICES (MES) FOR SAMPLES MOTTAKEN BY MES.

#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602 Decection Limits

#### TZ98-ZS AQUA-TEAR- TEChTOLOGIES

COMPOURD	CONCENTR-LIGN, Us/ks
Benzene	1 )
Chlorobenzene	د ـ
1,2-Dichlorobenzene	1.5
1,3-Dichlorobenzene	25
l,Dichlorobenzenc	1.5
Erhyl Benzene	10
Toluene	(ن
Xylones Mod	20

NO = Not Detected

W. W. Flyon, Laborator, Manager

CERTIFICATION OF REPRESENT TIVE SAMPLE OR SAMPLE INTEGRAL IS NOT MADE BY MCKESSON EXPROMENTAL SAMPLES (MEST FOR STRUCKS DATE TAKEN BY MEST

Lab Mumber Sample 1.0 Date Received Date Analyzed	22241 F1-27-5 05709765 05710785	7248-28 See-Tanker McCollegian		
COHPOUND		CONCENTRATION PRINCE		
Browndichlorometh	ane	ND		
Bromolorm		i~D		
Bromomethane		2.3		
Carbon tetrachlor	ıde	. D		
Chlorobenzena		+iD		
Chloroethane		ΔD		
2-Chloroethylviny	l ether	ł <i>a</i> D		
Chloroform		ND		
Chloromethane		†iti		
Dibromochlorometh	ane	5.0		
1,2-Dichlarobenze	ne	:110		
1,3-Dichlorobenze	ne	D <sub>1</sub>		
1,4-Dichloronenze	ne	CIN		
1,1-Dichloroethan	e	100		
1,2-Dichloroethan	e	(ii)		
l,1-Dichloroothen	e	(11)		
trans-1,2-Dichlor	oethene	28		
1,2-Dichloropropa	us	NO		
cis-1,3-Nichlorop	ropene	ND		
trans-1,3-Dichlor	opropene	CII;		
Hethylene chlorid	ie	200		
1,1,2,2-Tetrachlo	roetnane	พบ		
[ecrach]oroethene	•	ND		
1,1,1-Trichloroet	hane	110		
1,1,2-Trichloroet	hane	613		
lischloroethene		n.n		
Trichtorofluorome	thane	6.5		
Vinyl chloride		210		
·				

3D - Not Detected

... W Filym, Laboratory Manager

CIRTITICATION OF REPLESENTATIVE SAMPLE OR SAMPLE CATGRITY IS NOT MADE BY MOSESSOR ENVIRONMENTAL SERVICES (S. 6) TOKEST MADES NOT TABLES BY MES.

#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

Lab Sumber		
Semple 1 D	1-40-5	7295-CS
hate Kerelvud	05 05 50	AOUL-TERRY TEUR NULOGIES
Date And yield	US 10 ES	

control is	CO CENTRATION, bg/kg
#UNCEFC	
Chlorobertone	
l,b.chlorobenzine	N.C.
1,3-Oscribrobenzero	Э.,
1,4-fichlorobenzere	15
Eph 1 Henzere	$\cdot b$
lotuene	. 5
tylen's fise	٠,9

The are Decembed

a Willy Laborer 16 15-

CONTIED (110) OF WORLST OF FOR SOMETHER SEMECT INTROFFE. IS NOT MADE BY TEXAL SOME FOR THE MODIFY SEMPTICES (MES) IF FOR THE SOME FOR THE MODIFY OF SEMPTICES (MES) IF FOR THE SOME

Lib Number Sumple 1.b Date Received Date Analized:	22242 17407-10 15. 10. 85	7248-25 -31 -75-52-1506(01.00, ES
COMPONAD		CONCENTRATION, US/KE
Bromodichlorome	thane	พท
Bromoform		ыD

COMPOUND	CONCENTRATION, ULIKE
Bromodichloromethane	สห
Bromoform	tD.
Bromomethane	• 1
Carbon tetrachloride	:1
Chlorobenzene	(17)
Chlornechane	0
2-Chloroechylvinyl acher	r, D
Chloroform	מיז
Chloromethane	8,0
Dibromachloromethane	a.
1,2-Dichlotobenzene	ND
1,3-Dichlorobenzene	rate.
1,4-Dichlorobenzene	no
!,l-Dichloroethane	. n
1,2-Dichloroethane	ინ
1,1-Dichloroethene	80
trans-1,2-Dichloroethene	0.1
1,2-Dichloropropane	No
cis-1,3-Dichloropropene	ho
trans-1,3-Dichloropropene	, ID
Hethylene chloride	(**,
1,1,2,2-Tetrachlorosthane	::0
letrachloroethene	11)
l,l,l-Tiichlurusthane	30
1,1,2-Trichloroethane	54)
trichloroethene	a.
rrichlorolluoromethane	14.
Winst chloride	<i>(</i> })

AD - hot Detected

1 1 Mayor Laboratory Himogra

COPPLETE A TOTAL OF REPRESENTATIVE SAMPLE OR SALPLE LALGALITY IS NOT ALOH BY ROOTS SON ENVIRONMENTAL SHEVILES, (SECO. FOR SAMPLES FOR APPLICABLE BY  $0.5\,\mathrm{S}$ 

### MCKESSON ENVIRONMENTAL SERVICES

#### EP# Method 602

Lab Jumber Sample 1 D	2.2-2	7248418
Nace ecutiond Puth neryzet	03 09 53 03.10 53	<u>-01-7598-757-14-3159</u>

CONTENT 40	<u>CONCENTRATION OF AS</u>
Bertiere	5/0
Chloromenze e	.≎
1,2-Dichlorobergene	. ~
1,5-Dichlosofensene	-
1,4-D;culorobensene	r
Ech-1 sunzero	2,1
Toluca	<b>`</b> ,
tylenes ned	

the of elected

M Non Lateralia Mary

CERTIFIC TION OF RISHING THE SAMPLE OR SAMPLE INTEGRITY IS NOT HAD BY MOTISSON ENGLISHMENT, INVICES (MES) FOR SAMPLE NO LARTE BY ES

Lab Number Sample I.D.: Date Received Date Analyzed	22243 61-407-20 05,09785 05/10785	7248-08 
เดพอดเพอ		COUCEMIR (10%, ag/k)
Bromodichlorometh.	ane	NI)
Bromoform		ND
Bromomethune		6.7
Carbon tetrachlor	ıde	410
Chlorobenzene		ņ.ρ
Chloroethane		an
2-Chlorneth.lviny	l ether	310
Chloroform		กา
Chloromethane		*#1
Dibromochlorometh	ane	η;
1,2-Dichlorobenze	ne	(!!)
1,3-Dichlorobenze	ne	<b>a.</b>
1,4-Dichlorobenze	ne	-10
l,1-Dichloroethan	e	พล
1,2-Nichlorwethan	е	711)
1,1-Dichtoroethen	c <sup>c</sup>	500
trans-1,2-Dichlor	oethenc	:m
1,2-Dichloropropa	ne	Sp
cis-1,3-Dichlorop	ropene	$\delta_{\mathbf{q}} \xi_{\mathbf{l}}$
crans-1,3-Dichlor	opropene	0.4
Nothylene chlorid	e	D
1,1,2,2-Tecrachle	roethane	Q:1
letrachloroethene		CA4
1,1,1-Trichleroet	hane	ND
1,1,2-Trichlorget	hane	ស្រ
frichloroethene		Çivî

AD - Not Detected

"mayl chloride

Triculoroffuoromethane

A. W. Alexandra Manager

CERTIFICATION OF REPRESENTATIVE SAMPLE OR SAMPLE EXTERRITY IS GOT MADE BY HOLYSSON TRYTROGRESSES SIRVERS (MESS) FOR SAMPLES AND LATER BY HELD.

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130

#### McKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

Lan Number Samile 1 1 Note Kerelyes Date hollyzee	25-40 81-40 5-0 95-09-55 201-5-2	Tuyb-28 Teleficuodiss
CCASCL 70		CONCENTRATION UZ MY
Belizante		•5
Chiar eschaeni		••
1,2-0.col moberize	L.	-
1,3-Dichlorabense	,'-	<b>,</b> 5

1.0

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10

No = 'not referred

1,--0.0 I muneration

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A Jones Pec

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CERTIFICATION OF AMPLE ASSMELLE OF SHAPLE INTEGRATER IS NOT MEDICAL MCENSOR AND AMPLE ASSMELLES NOT TRANSPORT OF STANDERS NOT TRANSPORT OF STANDERS NOT

Lab Number: 22244 Sample I.D B1-4030 Date Received 05/04/85 Date Analyzed 05/04/85	7298 18 
COMPOUND	CONCENT! ATION, us/Fe
Bromodichloromethane	ND
Bromoform	ДИ
Bramomethane	ND
Carbon tetrachloride	68
Chlorobenzene	ИD
Chloroethane	1:0
2-Chloroethylvinyl echer	D/A
Chloroform	μlD
Chloromethane	ИU
Dibiomochloiomethane	:.D
1,2-Dichlorobonzene	ПИ
l,3-Dichlurohenzene	GM C
1,4-Dichlorohenzene	5,0
1,1-Dichloroethane	14D
1,2-Dichloroethane	ND
l,1-Dichloroethene	3(0)
trans-1,2-Dichloroethene	Vυ
1,2-Dichloropropane	2. )
cis-1,3-Dichloropropene	. D
trans-1,3-Dichloropropene	10
Hethylene chloride	UU
1,1,2,2-Tetrachtoroethane	.4()
Tecrachlosochene	Pr{})
I,l,l-Trichloroethane	5.11
l,l,2-Trichloroethane	111)
Trichtoroethene	OH;
trichlorofluoromethane	1110
Vinyl chloride	th)

in - Not Detroped

1 1 1 Shin, Laborecory Hanager

CIRCHITEATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTERPTY IS NOT MODERN THE ESSON ENVIRONMENTAL SERVICES (MES) FOR SAMPLES FOR TABLE SAMPLES FOR SAMPLES FOR

## MCKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

Les Mumer Sam le 1 5	0.704 55	7293-78 4004-788800H.010G188
Date Received Date -naivzed	U3764 37	

COMPONIND	CONCENTRATION LEFT
Rentend	.5
Chlorohenzene	`.5
1,2-0.chlorubarzene	• 5
1.3-D.chlorobenzene	١,٥
1,4-Dichlorobunzane	٠,٠
Ech.! Benzene	
lotuene	
CArnes Acc	.1.

Shir we betreted

of Man Laborne - Manger

CORTIFICATION OF RETAIN CHAPTER OF SAMPLE INTEGRIT IS ALTHADA BY OCKASSON Law, Made and Schvices (MES) FOR SAMPLES NO. 146 FO. 85 MES

lab Number	22245	
Sample I D	61-407-40	‴ 98-28
Date Received	05/09/55	100 (-12)   (E) + 02 (12)
Date Analyzed:	05/09/85	

CUMPOUND	CONCENTENTION, melke
Bromodichloromethane	5(1)
Bromofora	<b>\1</b> :
Bromomethane	6.10
Carbon tetrachloride	MD
Chlorobenzane	ND
Chloroethane	Q1.
2-Chloroeth, lvinyl Echet	90
Chloroform	41(2
Chloromethane	670
Dibromochloromethane	310
1,2-Dichlorobenzene	74])
1,3-Dichlorobenzenc	HD.
1,4-Dichlorobenzene	RD
l,l-Dichloroethane	5.4)
1,2-Dichloroethane	6.0
l,l-Dichloroethene	M
trans-1,2-Dichloroethene	MD
1,2-Dichloropropane	ib.
cis-1,3-Dichloropropene	7D
trans-1,3-Dichloropropene	MD
Hethylene chloride	911)
1,1,2,2-Tecrachloroethane	an
1. crachloroethene	(11)
l,l,l-Trichloroethane	טוג
l,l,2-Trichloroethane	MD
Trichloroethene	510
Trichforoffuoromethane	;ii)
Vinyl chloride	80

111) - NOT Detected

d b Flynn, Laborator, Hanager

CERCITATE ACTION OF REPRESENTATIVE SAMPLE OF SAMPLE INTEGRAL IS NOT SAMPLE IN SOMETHING MATERIAL SERVICES, (MESSE FOR SAMPLES NOT LANGUAGE ACTION OF A MATERIAL BASES OF SAMPLES NOT LANGUAGE BASES.)

#### MCKESSON ENVIRONMENTAL SERVICES

#### EP/ Mechod 602

Lab Uchber	22243	24.10 0.0
Sainle I L	E!	_ 70-L0
להכפ אנטפונשל	<u>05 Uz 35</u>	<u>- 1 TERHUN DEDHINGLOOKES</u>
Nace inalized	(5 ( " 5 5	

COMPOLIED	CONCENTRATION, ME/KZ
funting	•. <del>-</del>
Chiarobehound	<b>\</b> 5
1,2-puchlorchesse c	٠,٠
1,3-bioni schedee .	?
1,4-010 11 rebenzene	i, J
Tich, a Manzen	***
talnene	.5
· lenes hed	No.

<sub>2</sub>D ≈ lk ∈ Dececced

11, M. L. B. CE. 11022

CENTIFICATION OF ZIPH, MENT TO E SAMPLE OF SAMPLE INTECRITY IS NOT RABE BY MERCUSOR EACH AND LEVICES (MES) FOR SAMPLES OF TARRY BY MES

Lab Number' Sample I D. Date Received' Date Analyzed	22246 81-407-50 03,07,35 03709785	7298-08 2367635-161-036-118
COMPOUND		CONCENTRATION, ut/kg
Bromodichlorometh.	ane	BD
Brumaform		ND
Bromomethane		ПD
Carbon tetrachlor	lde	110
Chlorobenzene		Die
Chloroethane		:4D
2-Chloroethylviny	l ether	M)
thloroform		KD.
Chloromethane		.9)
Dibromochlorometh	ane	'iv
1,2-Dichlorobenze	ne	GL.
1,3-Dichlarobenze	ne	,1D
1,4-Dichlorobenze	ne	510
l,l-Dichloroethan	e	40
1,2-Dichloroethan	е	GF
l,l-Dichlereethen	e	8(1)
trans-1,2-Dichlor	oechene	ΝD
1,2-Dichloropropa	us	J.D.
cis-1,3-Dichlorop	ropene	MĐ
tran -1,3-Dichlor	opropens	AD
Mothylene chlorid	e	Q45
1,1,2,2-Tetrachlo	roethine	686
fetrachlorouthere	•	M) ·
l, l, l-Trichloroet	hane	500
1,1,2-Trichloroet	hine	<b>N</b> D
Tarchloroothene		dip

"ingl chloride

Trichlorofluoromethane

W. W. Typn, Laborator: Nanager

CIRCUTTCATION OF REPRESENTATIVE SAMPLE OR SAMPLE LA-CRIEF IS NOT THE DEPTH OF MEXISSON ENVIRONMENTAL SERVICES (NES) FOR SAMPLE ROLL FACING NES

1,0

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#### McKESSON ENVIRONMENTAL SERVICES

#### EP: Method 602

Lab lamber	222-5	
Sample I D	£1-427-50	7195-11S
Date received	.5/ú4 85	AOU TERFLA TECHNOLOGIES
Dare - nat zed	55 69 85	

Confetra	00.02:72-710. <u>01/42</u>
Party Mc	No.
Chilor bendene	14
1,2-Dichleroberiend	•
1,3-Alchioropen end	4 · e
L,4-Dichleroherwere	1.13
School Bennene	.2
Tolliere	N5.
Allenes Gen	· ·

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CPRINTED CATION OF ROCKETS INTO SIMPLE OR SIMPLE FOR SIMPLE FOR THE FOR ID NOT MIND, BY POSITSON OF THE GRAPMETS NOT TAKES BY MISS.

<sup>&</sup>quot;An - Not Detected

Lab Number Sample I.D. Once Received Date Analyzed	22247 E1-401-50 03-09-83 05/09/83	7298-29 AQU 1E - A TECHNIL LOG L (S
COMPOUND		CONCESTRATION, ug/km
Nrumodichlorometh	ane	ND
Bromoform		ИD
Bromomethane		۲.0
Carbon tetrachlor	ıde	t <sub>i</sub> D
Chlorobenzene		ИV
Chloroethane		'n
2-Chilocoeth/lviny	l echer	<i>a.</i> ;
Chloroform		₩D
Chloromathane		በለ
Debromochlorometh	ane	3115
1,2-Dichlorobenze	יחפ	60
1,3-Dichlorobenze	ne	t.p
1,4-Dichlorobenze	ne	::D
1,1-Dichloroethan	le le	70
1,2-Dichloroethan	10	L'D
1,1-Dichloroethen	ne	445
trans-1,2-Dichlor	oethene	100
l,2-Dichloropropa	ine	N <sub>1</sub> ()
cis-1,3-Dichlorop	propene	PD
crans-1,3-Orchlor	ropropene	'.D
Methylene chloric	de	ПN
1,1,2,2-Tetrachle	proethane	r.a
Tetrachloroethene		tin
1,1,1-1richloroet	thane	CII

NO - Not Decected

Trichloroothene

Vinyl chloride

1,1,2-1richloroethane

litchlorofluoromethane

Myly Laboratory Manager

CLRIFFICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRETY IS NOT MADE BY MERISSOR INVERONMENTAL SERVICES (MES) FOR SAMPLES FOR LAKEN BY MES

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#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

cas Numbe. Sample I D	2.2.2.7 B10.730	7248-25	
Date Kacalyac	05/09/30	ACUARTERRA MEGRY SUGGI	IES
Date -malywed	15 CA 15		
CONTROL 1 D		C . CC . TO . TO	11.

COMPOUND	CO (15/178-110) FE/FF
Pengraie	, <sub>C</sub>
Cillinobenzene	*,*
1,2-Dichlorabence.	
1,3-Dienlorebenzere	. 2
l,==fic=locule=zers	
robyl Benzene	~
Toluëne	1.7
Velones Hed	٧.

'aD = not Butected

Whin-

Constitution of whe is it to a sample on sample integers is not made as not constituted in Structure (MES) for samples for there is the  $\rm MeS$ 

Lab Number Sample I D : Date Received Date Analyted

22248	
82-407-5	
05/04/85	_
05/10 55	

73775 33	
COMPOUND	CONCENTRATION - 08/85
Bromodichloromethane	ND
Bromoform	110
Bronomethane	NO
Carbon terrachloride	MIT
Chlorobenzene	(11)
Chloroethane	~D
?-Chlorechylvinvi ether	f D
Chloroform	AD
Chloromechane	٠(١)
Dibromochloromethane	CD.
1,2-Dichlorobenzene	1,17
1,3-Dichloruhenzene	9.
1,4-Dichlorobenzene	V(L)
1,1-Dichloroechane	52
1,2-Dichloroethane	:110
1,1-Pichloroethene	<b>'</b> (1)
trans-1,2-Dichloroethene	210
1,2-Dichloropropane	(9)
cis-1,3-Dichloropropene	(II)
trans-1,3-Dichloropropene	.30
Hethylene chloride	240
1,1,2,2-Tetrachloroethane	2113
Ferrachloroethene	5 5
l,l.l-Trichloroethane	12()
1,1,2-Trichloroethane	24
Is rebloraethene	Mo
Trichlorofluoromethane	(AL)
Venvl enforade	5)

ND - Got Detected

1. 6. Hilling, Laboratory Janager

CIRCLETTO ACTION OF REPPISE MATIVE SAMPLE OR SAMPLE INTEGRITY IN BOLLARD TO THE TRANSPORT OF VIROLATIVE SURVIVOR (DES) FOR SAMPLES FOR TAKE OR MES

#### MCKESSON ENVIRONMENTAL SERVICES

#### EFA Method 602

Lander har	2.2-5	
SATE - L		1498-28
Date by elvec	<u> </u>	<u>ANGESTA TED NOUGLES</u>
Pate Pralized		

Controlling	FOR JENTR TION, 12 Ke
Pricac	ì
Chilorotenzene	<b>%</b> 5
1,1-5 Litaroberzene	5
l,prischlomotensens	100
1,4-1.entorcheriene	٦,
ith I convene	.'1
15],	, 1
Paranes Med	NO.

THE SHOP DESCRIPTION

AM May appress and a

COMPTRICATION OF COMPTON CONTINUES APPLE OF SIGHER LONG THE CONTINUES NOT MADE BY MERCANDER CONTINUES OF SERVICES (MESCAPILES OF TARREST FOR SAMPLES OF

Lab Number Sample I D Date Received Oute Confived	22249 B207-10 05704785 C5710785	7298-28 <u>40058- 80 N C.NES</u>
COMBONND		CONCENTRATION, uska
Bromodichlorometha	ine	'4C
Bromoform		ИD
Bromomethane		ND
Carbon tetrachlori	.de	110
Chlorobenzene		tiD
Chloroethane		110
2-Chitoroechylvinyl	lether	CH CH
Chloroform		:40
(hloromethare		ЯD
Dibromochloromethe	nne	an
1,2-Dichlorobenser	16	6.13
1,3-Dichlorobenzer	16	d.:
1,4-Dichlorobenzer	ne	ND
1,1-Dichloroethane	•	23
1,2-Dichloroethane	3	ИD
1,1-Dichloroethend	3	d;*
t:ans-1,2-Dichlore	pethene	οU
1,2-Dichloropropad	16	20
cis-1,3-Dichloropi	ropene	ии
trans-1,3-Dichloro	opropene	;.D
Hethylene chloride	ė.	.iD
1,1,2,2-Ferrachlor	roethane	""
letrachloroethene		ND
1,1,1-Trichloroect	hane	.4D
1,1,2-Trichloroet	hane	80
frichlocoethene		≥D
lightorofluorome	thane	ND
Vinyl chloride		245

1.D - Not Dotected

Man, Luborator, Hanager

CURTIFICATION OF REPRISESTATIVE SAMPLE OR SAMPLE INTEGRALE IS NOT BY MCTESSON FOVIROUSENFAL SERVICES (MES) FOR SAMPLES NOT INTERPLANT

#### McKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

and the same of th
--

COMPOUT L	CO CENTRATION UZ/FZ
Benzene	`~
Nol (sheplen)	5
1,2-frestor terago	647
1,3-Duchlorobungene	, ·
1 4-Nichloropenzele	2
Fig. 1 deciene	, a
Toluene	•
Nytiones Med	*. 1

NO = Not Detected

Myllyn, balletet & Linds

CERTIFICATION OF REPORTS OF AFTER SIMPLE OR SIMPLE INTEGRATE IS MOTIONABLE BY MENTSMORE AND A HEALT BEHAVIORS (MES) FOR SAMPLES WE TAKEN BY MES

Lab Bumber	22450	
Sample 1 D	52-207-20	7295-28
Date Received	05/09,85	- ( - ( - ) - ( ) - ( ) ( ) ( ) ( ) ( )
Duce Analyzed	05/10:55	***************************************

COMPOUND	COACTNTEATION, us/kg
Bromodichloromethane	C+1
Bronoform	560
Bromomethane	38
Carbon cecrachloride	ศห
Chlorobenzone	₽.
Chloroechane	$\Omega_{ef}$
2-Chloroeth, lyingl other	ND
Chloroform	ND
Culoromethane	DIN
Dibiomochloiomethane	MD
1,2-Dichlorobenzene	дв
1,3-Dichlorobenzene	ND.
1,4-Dichlorobenzene	*3D
1,1-Dichloroethane	O.
1,2-Dichloroethane	ПD
1,1-Dichloroethene	ND
trans-1,2-Dichloroethene	CHI
1,2-Dichloropropane	ND
cis-1,3-Dichloropropenc	PdD
trans-1,3-Dichloropropere	<b>&gt;</b> #O
Hethylene chloride	(ID
1,1,2,2-Tetrachloroethane	MD
Fetrachloroethene	4.5
1,1,1-Trichloroechane	SID
1,1,2-Trichloroethane	(II)
reschlor a thene	MD
trichlorofluoromerhane	$d\Omega_1$
Vinyl chloride	190

MD - Not Detected

" to Itylin, I about its than the i

CHRITICATION OF REPRESENTATIVE SAMPLE OR SAMPLE UNTEGRITY IS NOT DAME BY MEETSON ENVIRONMENTAL SERVICES (NES) FOR SEMPLES MOT TAKEN BY MES

#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Merhod 602

Lat Jumber	22354	
Sample I D	720	1046-DS
Date Received	ره ۱۹۰ ک	400% - TEHR - MECH VOLGOIES
Dara soel word	05 10 55	

COHRAPTIO	CINCENTR-110N   uz/Fg
Ren_che	
Chlorobecaene	• 1
1,2-B.onlorocenzere	• •
1,3-Dichlorobersene	<i>(3</i> )
1,4-Dichlorobensene	'\D
Schil Benzene	1.0
Polyene	,1)
Nytherics "Co	. 5

AD = or Necested

" I FLYND, LOTUES HAR YES

CERTIFICATION OF RESIDENCE TO SAMPLE OF SAMPLE TATIONATE IS OF NAME AT MICESSES. The control of SERVICES (MES) of NEW EAST TO TWO TO BE MESSES.

Lab Humber Sample L.D Date Received Date Analyzed	22251 82-407-30 05/09,83 05/09,85	7248-28 300 5-1088- 32034 - 60088
מונטסיווט		COME STUSTION, US/FE
Bromodichloromethane		'.D
Promoform		MD
Bromomethana		กม
Carbon tetrachloride		บห
Chlorobenzene		ди
Chlarogthane		(11)
2-Chloroethylvinyl et	ther	ЙИ
Chloroform		510
Chloromethane		141)
Dibromochloromethane		าเก
1,2-Dienlorobenzene		210
1,3-Dichlorobenzene		c D
1,4-Dichlorobenzene		m
l,l-Dichloroschane		80
1,2-Dichloroethane		in
l, l-Dichlorue Chene		ND.
trans-1,2-Dichloroeth	hene	M
1,2-Dichloropropane		HD.
cis-1,3-Dichloroprope	ene	1115
rrans-1, 1-Dichloropio	opene	141)
Hethylene chloride		úИ
1,1,2,2-Tetrachloroe	thane	fut
Tetrachloroethene		an
1,1,1-Trichloroethene		: 0
t, t, 2-Trichtoroethane		Mix
trichloroethene		CHI
trichtorofluorometha:	ne	utl
Vinyl chloride		(a)

30 - Inc Detected

ii I lynd Laborator, Manager

C) MITHICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRALL IS MODIFIED BY MICKESSON ENVIRONMENTAL SHRVERS (MES) TOR SAMPLES MOTIFIED BY MICKESSON ENVIRONMENTAL

#### MCKESSON ENVIRONMENTAL SERVICES

#### FPA Method 602

	, , , ,	~
Lab Tumber		
Seaple I D .	/2795 123	719a-28
		SQU TERHUM THUM NUTFOLES
Date Received	50 09 51	200
Pate inalized		

CO (POL) D	CC "CENTRACIO", UR'TE
Healette	• 5
Chlarobenzene	• •
1.2-Promiorobe szere	<b>\</b>
1,3-0.chloropersene	c)
1,4-Pachlaruberzere	;
Ethil Benzene	; *
Tolughe	1.9
Nylenes Mcc	<b>10</b>

ab a not Detected

1. h Flyny, -a. 2222 March

CLECTRICATION OF REPRESENT TO A SAMPLE OF SAMPLE IN EACT OF AS APPLIED OF SAMPLE OF SAMPLE OF SAMPLE OF SAMPLE OF SAMPLE OF SAMPLES OF ASSAMPLES OF

1 ab Number         22.352           Sample 1 D.         B2-407-40           Date Received:         03,09.35           Date Nort, 26d         03,09785	7298-28 <u>0. 172-33   Cumotoutes</u>
CONPOUND	CONCENTRATION LE/KL
Bromodichloromathane	пр
Bromoform	,,n
Bromomechane	иp
Carbon tetrachloride	иD
Chlorobenzene	$C_{IS}$
Chlorouthane	*10
2-Chloroechylvinyl ether	עא
Chleroform	иD
Chloromethane	D
Dipromochloromethane	ζu
1.2-Dichlorobenzene	Q.1
1,3-Dichlorobenzume	5
l,4-Dichlorobenzene	1.1)
1,1-Dichloroethane	10
1,2-Dichloroethane	5d)
1,1-Dichloroethene	80
crans-1,2-Dichloroethene	(1.1
1,2-Dichloropropane	20
cis-1,3-Dichloropropene	Clv4
trans-1,3-Dichloropropene	., Ĺ
Hethylene chloride	ъD
1,1,2,2-Terrachloroethane	GR
Tetrachloroethene	E, )
1,1,1-Trichlorouthane	1.0
1,1,2-Trichloroethane	мp
Triculornethene	. 80
Trichler of Lucionethane	(a)
Vin (1 chloride	115

<sup>&#</sup>x27;ID - Not Detected

i. W. Tlynty, Laboratory Hanager

CERTURE STION OF REPRESENTATIVE SAMPLE OF SAMPLE PRESENTED IN ROTHER BY MCGESSON ENVIRONMED AT SERVICES (MES) FOR SAMPLES NOT TAKEN BY HIS

#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

Lar Lumber	22493	
Curate I By	ئائا، <u>-</u> ئ	7_93-23
Dacu hece ved	υΣ 59, 85	<u> 4(07294- 760-1,000199</u>
Date shall be a	75 179 185	

Celtuon.9	CUNCENTRATION up/KA
วิษาวะกะ	C,
(P) Unobendend	`.¬
1,1-Dionikromenzera	.'5
l,u-Dichloropensen:	•.2
1,==D.aniorepensent	* 🤒
tenel benzere	• -
Totacho	-17
tylenes men	٦,

in = ' t Deceutur

4. W Xlm

CENTERFORMAN OF CONTROL OF SAMPLE ON SAMPLE LITTLE TO LESSON WITH BURNING MEMORIAL TO SAMPLES FOR SAMPLES FOR SAMPLES FOR THE THE SAMPLES OF SAMPLES FOR SAMPLES F

Lab Dumber Sample I D Date Received: Date Analytes	22253 83-407-5 05/09783 C3/10/85	7295-25 <u>4014-71kg T.Chinele</u> 06125
COMPOUND		CONCENTRATION, ug/15

COMPOUND	CONCENTRATION, ug/10
Bromodichloromechane	0.4
Bromoform	.:D
Bromomethane	G <sub>1</sub> †
Carbon tecrachloride	110
Chlorobenzene	(1)1
Chloroechane	מוי
2-Chloroethylvinyl ether	an)
Chloroform	Gri
Chloromethant	1.D
Dibromochloiomechane	Mil
1,2-Dichlorobenzene	No.
1,3-Dichlorobenzene	710
l,4-Dichlorobenzene	CH
1,1-Dichloroethane	n:
l,2-Dichloroethane	0.4
l,l-Dichloroethene	G.:
crans-1,2-Dichloroethene	500
1,2-Dichloropropane	ND
cis-1,3~Dichloropropene	ND
trans-1,3-Dichloropropene	NO
Hethylene chloride	MD
1,1,2,2-Tetrachloroethane	ир
Tetrachloroethene	89
l,l,l-Trichloroethane	CD,
1,1,2-Trichloroethane	un
Trichlornethene	r/D
Trichlorofluoromethane	5(1)
Vinyl chloride	1.D

AD - Not Detected

N Flyn, Laboratory Hanager

CHAITFICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRITY IS NOT THAT BY MOLISSOR ENVIRONMENTAL STRVICTS (MES) FOR SAMPLES NOT THE BOAT BY MIS

#### Mckesson ENVIRONMENTAL SERVICES

#### EPA Method 602

Lab Number	22153	
Sample 1 D	8201-3	7298-2S
Date Pice ved	35 04.55	-OU -TEPR- TECHNOLOGIES
Fate earliered	.(3 . 33	

(with )etth	CONCENTRATION UE/FL
Bennene	• 5
Chlumobensens	:0
1,2-Dichlorabenzade	٠.٣,
1,3-Dichlorobenzume	٠'٢
i,4-Dichlorobendune	.a
Athyl Benzene	.5
ratuene	٠.ن
',lenes 'icc	פוי

in = not Desected

Of William.
1. W Plyny, Laborator, Marager

CERTIFICATION OF PROBECTATION SAMPLE OF SAMPLE INTECRITY IS OF MORE BY MORESON, A VERGINEET ALL NERVICES (MES, FOR SAMPLES NOT PARCE STORE).

Lab Number 22254 Samule I D B307-10 Date Received 05/04/55 Date analyzed 02/10.55	7098-28 000756-0 750900000155
נ סיויסטיים	CONCENTRATION, us/ks
Bromodichlurumethane	ND
Bromoform	ttb
Bromomechane	ND.
Carbon tetrachloride	;.D
Chlurobenzene	ДN
Chloroethane	ΝĐ
2-Chloroethylvinyl ether	ដោ
Chloroform	<i>a.</i> ;
Chloromethane	$a_{l}$ .
Dipromuchloromethane	`11)
l,2-Dichlorobenzene	7.0
l, 3-Dichlorobenzene	7.7
l,4-Dichlorobenzene	det.
1,1-Dichloroethane	11
1,2-Dichloroethane	מא
1,1-Dichlorocthene	Mb
trans-1,2-Dichloroethene	560
1,2-Dichloropropane	6.6
cis-1,3-Dichloropropene	G <b>v</b> ⁴
trans-1,3-Dichloropropene	1.1
Hethylene chloride	40
1,1,2,2-Tetrachloroethane	210

UD - Unt Detected

Tetrachloroethene

Prichloroethene

Vinvl chloride

1,1,1-Trichioroethane

1,1,2-Trichloroethane

litchlorofluoromethane

ii h High, Laboratory Saniger

CHRITHICATION OF REPRESENTATIVE SAMPLE OR SAMPLE FUNCTION IS NOT USOF BY HEAVISON CHRITIONNESSAM SALVEY (MES) FOR SAMPLES NOT TAKEN BY MES

180

NiD

(11)

(1)

1:11

 $I_{1}I_{1}$ 

#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

Lan Sumber	22254	***
Sample I O -	83-447-10	729:-08
Date Received	US, 19 85	AGE - TERRE TECH OLCCIES
Date inalyzed	05 to 85	

COLEOUNE	CONCENTY-TIME US YS
genzena Genzena	v.
Chlorobenzine	Ab.
1,2-Dichleropensine	x, !
',3-Dichloropertere	• 5
1,4-Dichlarobersene	2
Echyl Benzene	Ü
Laluene	5.5
Colones Dear	1.17

in - Not Decected

JAM Mar

C RTIFICATION OF MEDROSCOT FIRE SAMPLE OR SHOPLE INTELRIFT IS COME OF BY MCROSSOT INVIACOMEN A SERVICES (MASS FOR SHOPLES AND FROM BY MICH.)

Lab Number Sample 1 D. Date Received Pate / nalyzed	22255 B3-407-10 U5 04 85 U5/10,85	7398-25 Age: -TC:
COMPOUND		CONCENTRATION, uz/kg
Bromodichloromer	nane	D
Bromoform		qt,
Bromomethane		$r_{eD}$
Carbon tetrachlo	ride	.•D
Chlorobenzene		ИÐ
Chloroethane		ND
2-Chloroachylvin	yl ether	en
Chloroform		un
Chloromethane		GB3
Dibromochloromet	hane	ND.
1,2-Dichlotobenz	ene	cu.
1,3-Dichlorobenz	ene	:10
1,4-Dichlorobenz	ene	מוני
1,1-Dichloroethane		cH)
1,2-Dichloroethane		CHI
l,l-Dichlotoethene		M
crans-1,2-Dichlo	roethane	ИD
1,2-Dichloropiop	ane	ND
cis-1,3-Dichloro	propene	30)
trans-1,3-Dichlo	ropropene	117
Methylene chlori	de	₹•D
1,1,2,2-Tetrach1	oroethane	StD
letrachloroethen	Ŀ	50
l,l,l-Trichloroe	Chane	ħĐ
1,1,2-Trichloroe	chane	ИЮ
Trichlornethene		11/
records a Clubrat	ethane	11D
Vinvl chloride		1:6)

ND - Not Detected

1 11 (An, Laborator, Hannger

CRECULECATION OF REPRESENTATIVE SAMPLE OF SAMPLE INTEGRAL IS NOT BUILD BY HELLISOF EXCIPTION OF EXCEPTION OF FAMILY OF FAMILY BY HES

## McKESSON ENVIRONMENTAL SERVICES

#### EP: Method 602

Lab Number Sabile 1 D .	2_055	709c-4S
hare Received late -mal 280	03, 29, 53 03, 00, 85	ACUA-TERFA TEU VOLOCIES

Clast 1)	00 08105-710. us/be
Benuene	7.47
Ch. in Dentent	.υ
l,b;ch's robensens	y.
1,5-Michlurohensehe	.5
l,D.on.orohenzene	54
Ech / Rentenc	.0
Tolvene	(34)
Vite no Seed	<b>50</b>

NO = . . Detected

J. W May 2171. 82 1 11. 70. 45

CAN TITLE TION OF THE SEMINATES SAMPLE OF SAMPLE INTEGRATE IS GOT WITH THE ROLL WITH A SAMPLES (MIS) FOR SAMPLES HOT THAT, WE HAS  $\mu$ 

Sample 1 D B3 Once Received 03	22256 -407-30 709783 710-85	7398-28 <u>Const 1900 (19) 18</u>
CONPOUND		CONCESTRATION, Lette
Bromodichloromethane		ND
Bromoform		na
Bromomerhane		ON
Carbon cetrachloride		$G_{i,j}$
Chlorobenzene		0,3
Chloroethane		60
2-Chloroethylvinyl echer		tur.
Chloroform		:,0
Chloromethane		ND.
Dibromochloromethane		So
1,2-Dichlerobenzene		F.D.
1,3-Dichlorobenzene		(14)
1,4-Dichlorobenzene		<i>u</i> b
1,1-Dichloroechane		*10
1,2-Dichloroethane		, d)
1,1-Dichloroethene		Mi) ~
tians-1,2-Dichloroethene		1.D
1,2-Dichloropropane		-D
cis-1,3-Dichloropropene		pb.
Crans-1,3-Dichloropropen	e	50
Methylene chloride		an
1,1,2,2-letrachloroethane		ω
letrachloroethene		(2E)
l,I,l-Trichloroethane		10
1,1,2-Trichloroethane		dit
Litchloroethene		485
Trichlorofluoromethane		£113
Vinyl chloride		(a)

ND - Rot Detected

11 W 1 Com, Laborat or, Jana cr

CUPTITION OF REPURSE GATIVE SAMPLE OR SAMPLE L'TEGRILLES ROTES DE BY MODISSON LOV RONALITAL SERVICES (MES) FOR E 1811 S NOT TARTO BY MES

#### MAKESSON ENVIRONMENTAL SEPVICES

#### EP- Hechod 602

Las he ber	30035	
Simple 1.5	\$3-40T-00	7298-25
Date Recet el	05 09 65	uTEPPL- TEAHNOLOCIES
1666 - 331 2=3	55 .0 %	

COUPER ND	20x2Ex7x+710x 02/4x
Pentiene	1.0
in) probenze le	• •
ryu-Dadah repedenserk	
, 1-1 toth orbitemiens	
1, -Diction bendenc	•
on i Nersene	•5
7 Leave	,,,,1
· Tens Hou	٠.

The Time Dusch sale

J.W Con

CONTROLLATION OF THE MISSIONAL MC SAMPLE ON SAMPLE INTERNITY IS NOT IN DOLLAR MCKESON OF ALL AND TO ESERVICES (M25 FOR SAMPLES NOT IN ALL AND THE SAMPLES OF SAMPLES OF

Lab tumber 22257 Sample 1 P 13-407-40 Date necessed 02709785 Date natived 02709785	7294-78 - <u>2.1125, 144, 444, 441, 5</u>
למוויסטאט	CONCENTRATION, DEFE
Browndichloromethane	ดห
Bromofore	5.0
Niomomethane	All .
Carbon Letischloride	HD
Chlorobenzene	CIN
Chloroethane	,1D
2-Chloroethylvingl ether	ND
Chloroform	ON
Chloromethane	20
Dibromochlosomethane	(1),*
1,2-Dichlorobenzene	NP
1,3-Dichlorobenzene	dD.
l,⊣-Dichlorobenzene	ND
l,l-D:chloroetnane	¥D
1,2-Dichtoruethane	cai,
l, t-Dichloroethene	cil.
trans-1,2-Dichloroethene	₽D
1,2-Dichloropropane	<b>d:</b> .
cis-1,3-Dichloropropene	1.1)
trans-1,3-Dichloropropene	સંદ
Metholene chloride	260
1,1,2,2-letrachloroethane	45
Tetrachloroethene	(cD
1,1,1-Trichloroethane	80
1,1,2-Trichloroethane	ND
lizeh]oroothene	111)
lischlosofluoromethane	ą s
Vinyl chloride	dif

(1) - Lat Detected

W Plynn, Laboratory Manager

CIRTIFICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRIT ( IS NOT MADE BY HELISSON INVIRONMENTAL SERVICES (MES) FOR SEMPLES AND LIVING BY MES

#### MCRESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

LLL Surber		
		724:+25
Sample I D	55 THU THU	
face Received		abbulateupu TEC.NGLGCIES
Tale Vecetoce		
Data abalyzer		

(0%2015)	CONSENTED TILLY , US/Kg
Renzene	ND
Cilorabendene	•5
1,2-Bachler wersear	C
1,3-0.chlorupensche	<b>\C</b>
1,4-fizziliniber ele	NI
Store Turners	• :
The late	٠٥
chanes Mod	40

NM = NOT Persented

AM New

TO THE OTHER SECTIONS OF THE STANFOLD BY SAMPLE OF SAMPL

Compound	CONCERTRATION, UE/F
Browndichloromethane	110
Bromoform	0r'
Bromomethine	NI:
Carbon tetrachloride	11.)
Chlorobenzeno	CD2
Chloroethane	':D
2-Chlorough, lyinyl ether	ЧY
Chloroform	CN
Chloromethane	ND
Dibrowochloromethane	,"b
1,2-Dichlorobenzena	(4)
1,3-fuchlorobenzene	56)
l,4-Dichlorobenzene	4D
1,1-Dichloroechane	::
1,2-Dichloroethane	$V^{\dagger}$
l,l-Dichloroethene	5.0
trans-1,2-Dichloroethere	L <sub>1</sub> 1
1,2-Dichloropropine	$\eta_{ij}$
cis-1,3-Dichloropropens	ND
trans-1,3-Pichloropropene	ทย
Nethylene chloride	(1-)
1,1,2,2-Tetrachloroethane	av
Tetrachlorouthene	rift
1,1,1-1richloroethane	Ni
1,1,2-frichloroethane	ብ <sub>ነ</sub> ላ
Frichloroethene	(4,3)

Mr - Not Deceded

"invl chloride

irichlorofluoromethane

W Hilliam, Laboracie, Manager

CHRITHICATION OF REPRESENTATIVE SIMPLE OR SIMPLE LEGISLE IS NOT MADE BY MELESSON ENVIROR HERAL SURVICES (MES) FOR SIMPLE MADE LATENCES IN MES

2(1)

Gen

#### MCVESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

Late of the F	22.5%	2201 25
Sai, 1 - 1 D	.3 1-5.	7298-25 - Julyoenal MEGHNOLOGIES
Date Federal		= .14.54.C1
Decidence in 1 deci		

Contract I	POWLENT/STIFF, ug/kg
Personal	::7
Thi irohenze te	
l,DichluruHende k	₩.
1,3-Duchlos benzen-	*. <del>L</del>
l,==nichl.rubenze z	•
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' ruenc	`.5
Level Met	,1

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CONTROLOGYTON OF SHIP SHIP OF SAMPLE OF BOYEST FAMILY OF SHIP SHIPS OF SHIP SHIPS OF SHIPS OF

Lab Number Sample 1.D Dice Received Date Shalves 0	22295 3-4-407-5 05710785 5-12-157-5	7298-25 59 <sup>005</sup> TENMS COUNCINGTES
CORPOUND		CONCLUTRATION, UP/F_
Bromodichloromethane		ND
Bromoform		NU.
Bromomethane		٨.0
Curbon cecrachloride		14D
Chlorobenzene		ОM
Chloroethane		GF.
2-Chloroethy luchyl est	her	:46
Chloroform		qu
Chloromethane		ta)
Dibromochlacomethane		114.
1,2-Dichlorobenzene		RID.
l, i-Dichlarabenzene		6.0
l,'s-Dichlorohenzene		r(D
l,l-Dichloroethane		200
1,2-Dichloroethane		f:I)
l, l-Nichloroethene		U.1
trans-1,2-bichloroeth	ene	-100
1,2-Dichloropropane		30
cis-1,3-Nichloropropene		G.A
tians-1,3-Dichloropropene		d.;
Nethylene chloride		600
1,1,2,2-legrachloroethane		₹.D
letrachloroethene		10
1,1,1-Trichloroechane		100
, , , , , , , , , , , , , , , , , , ,		• • •

MD - Roc Decected

1,1,2-Trichloroethane

Trichlorofluoromethane

Trichloroethene

Vinvl chloride

( ) W (flere ) Laborate it & Hanager

CERTIFICATION OF REPRESENTATIVE SCHEEF OR SAMPLE INTEGRALE IS GOT THAT BY MEKESSON EMVIRONMENTAL SERVICES (DES) FOR SUMPLES NO. TAKEN BY ME

NO

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HD

#### MCKESSON ENVIRONMENTAL CERVICES

#### EPA Method 602

Lab Nauber	22295	
Sample I D	B 5	7_ 18-25
Mace Received	C 53	<u>-Quarters, Technologies</u>
Paca Aralyzed	00.12.33	

COMPOUND	001:00 MF - 710:00 Ug/- 2
Bunzene	10
Mark to a serie	
The Transport of the motion	.ţ.
1,0-blowt state were	
1,4-Dichtoroperiere	ď,
Con., denione	<b>,</b> 1
intuenc	140
V lanes	1.7)

NO = Not Referen

M. May , Lawrence y annages

CHAITFICATION OF REPRESENT OF ESAMPLE OR SIMPLE INTERPLET IS NOT MODE BY HEAPING, I CONCOME IT I SERVICES (MLS. FOR SAMPLES FOR SAMPLES FOR SAMPLES FOR

Lab Number         22296           Sample 1.D         B407-10           Date Received         65/107-5           Date Toalsized         05/13, 15785	729 (28) (d) - 21
COMPOUND	CONCENTATION, Ex/kx
Browodichloromethane	git
Bromoform	ttb
Bromomethane	(d)
Carbon tetrachloride	NĐ
Chlorobenzene	ND
Chlorockhane	300
2-Chloroeth, lvinyl ether	(141)
Chloroform	MD
Chloromethane	ИО
Dibromochloromechane	M()
1,2-Dichlorobenzene	(1:1
l,3-Dichlarohenzene	41D
1,6-Dichlorobenzena	Utl
l,l-Dichloroachane	180
1,2-Dichloroethane	50
1,1-Dichlorouthene	(11)
trans-1,2-Dichloroethene	4000
1,2-Dichloropropane	AD
cis-1,3-Dichloropropene	ND
trans-1,3-Dichloropropens	(6)
Methylene chloride	ИD
1,1,2,2-Tetrachloroethane	Ct.7
letrachloroethene	17
l,l,l-Trichloroechane	200
1,1,2-Trichloroethane	NE
li ichloroethene	50
trichlorofluorometharo	111)

(ab) = ao(c) b ( acced

Vinel chloride

William, Laboratory langue

CHRITEICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INFORCTLY IS NOT DAMEBY MORESSON ENVIRONMENTAL MEMORIES ON SAMPLE INFORMATION AND ADDRESS OF THE SAMPLE PARTY BY MEMORIES.

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#### MCLESSON ENVIRONMENTAL SERVICES

#### EP= Method 602

Lah warner	22240	
Sar, le I li	7	1245-28
Dece tocellel	13 53	ACUTERFLE TROPTULAGIES
Dale -: alized		

COUNTY D	CONCENTRUTION WEAK
B. Szene	Č.
Call properties e	***
1,1-Creatorabenzole	95
1,3-Cichloropen.ere	
1,4-Eschlorchensene	ç.
Donyt Bendere	.5
Toluenc	. 1
Carpen	• •

MD = not Decected

W. Alyun Thony Lemisus, Hongar

CHARLOTOTIO O ACHRE MALHE ME SAMPLE DE SAMPLE I D'ECHTE I FACT MALÉ DE MONESSO E VILONMES EN SERVICES (MISSER E ESPECIE 1971) PERFECTO VILOS.

lab Number	22297	
Sample I D	B4-407-20	7298-25
Date Received.	05/10/65	ACK ATERM TECHNOLOGIE
Date Analyzed:	05/13, 14/05	

COMPOUND	CONCENTRATION, UE/FE
Brownodychloromethane	0.00 CENT R-1101, UE/FE
dromoform	80
Bromomethane	PD 1407
Carbon tetrachloride	80
Chlorobenzene	
Chlorosphane	130
	N.,
2-Chloroethylvinyl ether Chloroform	MI)
Chloromethane	Chi to D
	110
Dibromochloromethane	30
1,2-Dichlorobenzena	810
1,3-Dichlorobenzene	ND
1,4-Dichlorobenzene	140
1,1-Dichloroethane	d:t
l,2-Bichloroethane	MD
1,1-Dichloroethene	7.0
trans-1,2-Dichloroethene	RU
1,2-Dichloropropane	MD.
<pre>cis-1,3-Dichloropropene</pre>	DD.
trans-1,3-Dichloropropene	(3),
Hechylene chloride	G-3
1,1,2,2-Tetrachloroechane	ND
Tetrachloroethene	₹iD
l,l,l-Trichloroechane	.40
1,1,2~frichloroethane	·1D
Lischlorogethene	di,
leschlorofluoromethane	NI)
Vinyl chloride	מוז

MD - Rot Detected

W Tilger Laboratory thinager

CHRITICATION OF REPRESENTATIVE SAMPLE OR CAMPLE LIFE RITY IS NOT HADE BY RESESSOR ENVIRONMENTAL SERVICES (MESS FOR SOCIETY ROTES AND LAKEN BY MES.

#### MCLESSON ENVIRONMENTAL SERVICES

#### E'A Method 602

Lap Escapes		
Sample 1 D	p= === 1 = 2U	7275728
Cath Greetives	52 1 35	COUNTERFOR TECH OLOGIES
Date analyzed	5 3 52	

COMPOUND	CONCENTRATION, WEAR
Benzelae	5.5
Inlorobenzune	ر.
1,1-Dichlorstenlend	: )
1,3-Dichlorobenzine	V-
1,4-Dichlorobearage	• )
Echyl Benzele	N <sub>e</sub> ,
Notacae	% 1
vylenes	`. >

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CLUCIFICATION OF ROME SUSTEMANDES OF SUSTEMANDES OF SUSTEMAND AS A SERVICES (MESS FOR SUSTEMAND OF TOPICS BY MCKESSON OF A SUBJECT OF SERVICES (MESS FOR SUSTEMAND OF TOPICS BY MCKESSON OF A SUBJECT OF SUSTEMAND OF

#### MCKESSON LNVIRONMENTAL SERVICES

Lab Number Sample I f Pate Received Dice Analyzed	22298 B07-J0 05/10-55 05/13, 15/85	7203-25 
CONFOUND		CONCLATION FION, Marks

<u>כסיורסטאס</u>	CONCLUTED FIOTE GREAKE
Bromodichloromethane	ри
Bromoform	₹₽
Bromomethane	MD
Carbon tetrachloride	150
Chlorobenzene	UD
thloroethane	a.;
2-Chloroethvlvinyl ether	BD
Chloroform	ងប
Chloromethane	rin
Dibromochloromethane	СN
1,2-Dichlorobenzene	biti
1,3-Dichlorobenzene	NO
l, Dichlorobenzene	(4D)
l,l-Dichloroechane	110
l,2-Dichloroethane	tela
l,l-Dichloroethene	14D
trans-1,2-Dichloroethene	GR4
1,2-Dichloropropane	МД
cis-1,3-Dichloroprop ne	m
trans-1,3-Dichloropropene	MD
Methylene chloride	ND
1,1,2,2-ferrachloroethane	db
Tetrachloroethene	t;D
l,l,l-Trichlorgethane	qtf
1,1,2-1richloroethane	5D
1 ichloroethene	41)
1. (chlorofluoromethane	(II)
Vin.1 chloride	(ii)

((f) - doc Dececoed

11 to Tron, Laboratory Manager

CHRITICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRAL IS NOT BADE BY HIGH SOF EDVIKONMENT OF SERVICES (MEST FOR A MELLS NOT TAKEN BY MES

#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

lan Mumher		
Sar, le i [	3-1	7249-23
pacu lecelvic	U 2 55	40c - [5 - [50] 5 (5c)
Date nulyard	L5 (L 2)	

COMPOUND	CONTENTANTION, WELKE
Brosene	٥,
Chlorobenzene	<b>%</b> 1
1,3-Dreillomben.	• • •
1,3-Oschlopuben.ese	`iiz
l,Dichlorumeniere	. 5
Echyl Benzene	<i>t</i> , <i>i</i>
Toluenc	<b>*</b>
· lunes	·,

1.1 = FIE DECECTE

Mills Flynn 1 anna 202

CONTINUE THE OF ELECTION TWO SAMPLE OF SOMELE LITERALLIES OF MARY OF MICHIGAN CONTINUES AND SERVICES (HELD For SHMELES OF FOREIGN CONTINUES).

#### MCKESSON ENVIRONMENTAL SERVICES

Lab Number 22299 Sample I D. B4070 Dare Received: 05,10,55 Date Analyzed 05/13, 14/85	7298-23 <u>286 2776 32 1800 Nobolita</u>
COMPOUND	CONCENTRATION OWING
Bromodichloromethane	N.D
Bromoform	สห
Bromomethane	an
Carbon tetrachloride	(11)
Chlorobenzene	40
Chloroethane	ND
2-Chloroethylvinyl ether	0.4
Chlorotorm	att
Chloromethane	6117
Dibromochloromethane	80
1,2-Dichlorobenzene	dis
1,3-Dichlorohenzene	иD
l,4-Dichlorobanzene	0.1
1,1-Dichloroethane	राज
1,2-Dichloroethane	NE
1,1-Dichloroethene	651
trans-1,2-Dichloroe_hene	70
1,2-Dichloropropane	ND
cis-1,3-Dichloropropene	ดห
crans-1,3-Dichloropropene	:4h
Methylene chloride	M
1,1,2,2-Tecrachloroechane	<b>,</b> t0
Tetrachloroethene	71)

RN - Not Detected

Trichlarachene

Vinvl chloride

1,1,1-Trichloroethane

1,1,2-Trichloroethane

irichlorofluoromethane

CORTHICATION OF REPRESENTATIVE SAMPLE OR SERVE INTEGRITE IS NOT BOOK BY HER ESSON FRANCO-GRADAL SHATGES (185) FOR SAMPLES NOT 13511 11 115

PID:

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#### McKESSON ENVIRONMENTAL SERVICES

#### EMA Method 602

ישליי, י לגי		
Sample I b	B	7. 13-28
Nace Received	05 10 55	<u>7849- (8.5.0193188</u>
rus, -palused	01.3.11	

Coresidia	01-1254-710 , walke
2002000	'n
Chic Tobenze in	$A_{i}$
1,2-Dichlander con	•
1,3-bichlosohenzene	• J
1,4-Dichlorubenno e	٠.5
Tub, 1 Benzene	\\\
lotoche	, i.e.
V. lenes	6.1

.C = →/c Decedded

CHRISTICATION OF A CASEST SIVE SAMPLE OR SAMPLE INTAGETY IS NOT HADE BY MOSESSIGN SAMPLE OR SAMPLE OR SAMPLE SAMPLE. 1-1:" " " MES

#### McKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

lab dumber	22300	
Sample I D	84-407-50	7248-28
Date Received:	05710785	THE THREE THE PROLOCIES
Dite Analysed	05713785	

COMPOUND	CONCLUT: 1110 , ug/kg
Benzene	สห
Chlorobenzena	qu
1,2-Dichlorobenzene	аи
1,3-Dichlorobenzene	Di.D
1,4-Dichlorobenzene	210
Fichyl denzenc	ND
Toluene	80)
Ny lenes	ND

NH = Not Detected

N. W Tiyno, Emboratory Manager

CIRCULTATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRITY IS NOT HADD. BY MCKUSSON ENVIRONMENTAL SERVICES (MES) FOR SAMPLES NOT TAKED BY MES

#### MERESSON ON FROMHENTAL SERVICES

Lab humber		
Pace Received	JS	2 ****** 
Date Analyzes		
301 POST-0		COURT THAT ICH NE ME
L ombaichlurome.	ul ane	·
drumoform		
Bromorechan		•
or the west of the	Section 1	. •
unlorahensene		***
Chi moschani		? <sub>i</sub>
2- mlorouth.iv.	tylet of	2
Chlorofort		٠.
Caloromethane		¥
Dipromochlerene	than	.o
1,2-Dichloroben	د' ۔	
1,3-bichloroben	Zene	•
l,4-Dicklarubes	Lene	3.5
1,1-Dienlordern	ane.	٠. ٢
l,d=fichtorouth	14 .	245
1,1-Dichlor with	enc	• >
trans-1,2-Dierl	ornes wie	C.
1,2-Dichloruaro	rane	.O
c's-1,3-Dichin-	ひょたいたられた	* <sub>1</sub> t;
ET#1.8-3,3-11.071	Out to Settle	٠.
Methylene onlor	11de	6.0
1,1,2,2-Tetrach	ilarocz ana	`. )
letrachloroethe	tac	ND
1,1,1-1-rent roction o		Site
1,1,2-frichtoroethaic		Ab
Trichloroethend		563
Trical amorto ac	nne Chan .	80
Vinvl chlorise		*417

46 - Nic Decesses

Transfer

CORTRACTOR OF W.M. SERVER SPRIE OR SASELE CORRECT SAME ASSESSED TO SAME OF SAME SERVICES (MEST FOR SAME OF THE SAM

#### MCTESON FAVIROUMENTAL SCRVICES

Lab Homber 22301 Sample 1.D 65-407-5 Patt Received 05 10/85 Dute Analyzed 05/13, 15/85	72 (5-25 2QL -) GUN 1350 (NO), (GLES
COMPOUND	CONCENTER FRION, UZIKK
Bromodichloromethane	HD
Bromoform	4:0
Bromomethane	111)
Carbon tetrachloride	tib
Chlurobenzene	:ab
Chlorocthane	(5)
2-Chloroethylvinyl ether	80
Chluroform	80
Chloromethane	du
Dibromochloromechane	$\Box$
1,2-Dichlorobenzene	าเก
l,J-Dichlorobenzene	* <sub>I</sub> D
l,4-Drchlorobenzene	MiD
1,1-Dichloroethane	5H3
1,2-Dichloroechane	ND
1,1~Dichloroethene	ND
trans-1,2-Dichloroethene	69
1,2-Dichloropropane	air
cis-1,3-Dichloropropene	ND
trans-1,3-Dichloropropene	ND
Hethylene chloride	990
1,1,2,2-fetrachloroethane	Uk
Tetrachloroethene	tH1
l,l,l-Trichloroethune	ն
1,1,2-Trichloroethane	^:1)
Erichtoroschene	1.42
terchloro Cluoromethane	MD

NO - Not Detected

Vin, Fichloride

1 10 11 , 1- mf1.
Trynn, Caborator, Sanager

CIPTIFICATION OF REPRESENTATIVE SAMPLE OR SAMPLE I ITERATA IS NOT HADE BY HELL ISON ENGINEER MENTAL SERVICES (875) FOR SAMPLE FOR TAKER BY MES

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#### MCKESSON ENVIRONMENTAL SERVICES

#### EPA Mechod 602

Late to milyer	_ /	
Salvete 1 .	) ,	10 (5-75
Die Free an	( ) (1), (	401 - 15 + C + 102061 - 2
ii tii mals ed	27, 12, 35	

romoera	12 25 TAPTO 1 98 15 2
CC 1676	ns.
Chloropendene	-
1,2-htchlosphens= e	
1,3-Justilerone (zere	
l,"ichloroseszene	N⊅
Ec., 1 Bersene	15
Torono	æ
A Trans	·.5

to a Not Decepted

77.16. Fing Laboratory Manager

#### MIKESSON ENVIRONMENTAL SERVICES

Lab Humber	22302	
Sample I D	R2-407-10	7298-28
Date Received	05,10/85	40LA- "EKRA TECHNOLOGIES
Date Analyzed	05/13, 15/85	

COMPOUND	CUNCENTRATION, ug/kg
Bromodichloromechane	ักก
Bromoform	ПH
Bromomethane	rip.
Carbon tetrachloride	$Q_{t}$
Chlorobenzene	Clif
Chloroethane	۲,٠
2-Chloroethylvinyl echer	141)
Chloroform	6.5
Chloromethane	BD
Othiomochloromechane	10
l,2-Dichlorobenzene	1.D
1,3-Dichlorobenzene	.iD
1,4-Dichlorobenzene	(4)
l,l-Dichloroechane	G.,
1,2-Dichloroethane	ND
l,l-Dichloroethene	ND
trans-1,2-Dichloroethene	150
1,2-Dichloropropane	Cuf
cis-1,3-Dichloropropene	NO.
trans-1,3-Dichloropropene	<i>(11)</i>
Methylene chloride	1700
1,1,2,2-Terrachloroethane	ttb
letrachlorouthene	ND
1,1,1-Trichluroethanc	m
1,1,2-Trichloroethane	t to
lischloroethene	æ
trichlorofluoromethane	(1)
Vinyl chloride	ett)

AD - Not Detected

11 / Tay on mois

CHRITECATION OF REPRESENTATIVE SAMELE OF SAMPLY INFORMLY IS NOT TABLE BY THE SAMPLES ROTE (ARCA BY THE SAMPLES ROTE).

#### McKESSON ENVIRONMENTAL SERVICES

#### EPA Method 602

Lin Tumber Sain, le I h	<u> </u>	7296-28
Date Received	35 . 55	T
Date - nal, Let	US 12 83	-
COMPOUND	<u> </u>	CONCRETED'S - MULTIPLE CONCRETED STATES
Benzene		. `
Chlorobenzero		• •
1,2-pick or rechere		× *1
1.3-Dichlorcherzero		•
1,Puch forobehun	ie	142
Ethyl Bersene		• 5
Tolvene		65
· lene.		*, <i>t</i> ,

THE RESIDENCE OF THE

N W Fire, in mens

COMPLETED FOR GOTHER TROUBLE TIVE SAMPLE OR SAMPLE INTEGRIFF IS NOT HOLD BY MCCASSON FRANCHISMS NOT SERVICES (MES) FOR SUMPLES NOT 127 COURS MCC

#### McK .SSON ENVIRONMENTAL SERVICES

Lab Number: 22303 Simple I D : 85-407-20 Date Received: 05/10/35 Date Analyzed: 05/13, 15/85	7348-28 <u>5007-75385 7507 0000,55</u>
כטאיטטווס	COMCENTRATION US/FR
Bromodichlocomechane	ทบ
Bromoform	ar
Bromomechane	tib
Carbon tetrachloride	0.5
Chlurobenzone	CIN
Chloroethane	244
2-Chloroethylvinyl ether	CI3
thloroform	ИD
Chloromethane	11)
Dibromochloromethane	4[)
1,2-Dichlorobenzene	bP
l,3-Dichlorobenzene	tab
l.:-Dichlorobenzene	ИВ
1,1-Dichloroethane	Mr
1,2-Dichloroethane	ND
1.1-Dichloroethene	Clvi
trans-1,2-Bichloroethene	I + I
1,2-Dichloropropane	D
cis-1,3-Dichloropropene	CO
trans-1,3-Dichlotopropine	ND
Hethylene chloride	AD
1,1,2,2-Tecrachloroechane	:40
Tetrachloroethene	3417
1,1,1-Trichloroethane	71)
1,1,2-Trichloroethane	MI
Trichlusoethene	ND
lischlorofluoromethane	ĸп
Vinyl chloride	ħD

140 - Not Detected

17 10. Nov. Laboratory danager

CERTURICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRITY IS NOT MADE BY MGS SSOLLIAVIROUMENTAL STEVENTS (MLS) FOR 5-MPTES NOT FOLLARY MGS.

#### McKESSON ETVIRONMENTAL SERVICES

#### EPA Machod 602

Lab Gerber Somile 1 D Date Second. Date call zet	23303 03 10 13 03 10 13 03 10 13	TU98-DS <u>ACU-HTER A TENN CLOGNEN</u>
COMP DU (D		CONCENTRATION NETTE
Benzene		1.0
Chloropenzene		:
1,2-Dichlorobencore		2
1,1-0,chloropenzené		<b>?</b>
1,4-Dichlorohenze	ng .	1.0
Prest in a case		64
Telugn		<b>:</b> 20
Salence		

Mr = out Detected

N. W. M. Labe In Maringer

CLEATHTE ATTOM OF REPAISENTS THE SAMPLE OR SIMPLE INTOKET. IS NOT MITH. IN MCKESSON CALLOWING FOR SERVICES (MES) FOR SAMPLES NOT THE MES MES

#### MCKESSON ENVIRONMENTAL SERVICES

Lab Humber	22304	
Sample 1 D	85-407-30	7298-25
Date Received	05710785	WHITE PROPERTY OF THE PROPERTY OF THE
Date Anilyzed	05,13, 1-785	

COMPOUND	CONCESTRATION ug/Fe
Bromodichloromechane	RD
Brownform	*,D
Bromomethane	5.00
Carbon tetrachloride	11D
Chlorobenzene	*.D
Chloroethane	O18
2-Chlorouthylvinyl - ther	Q.f
Chlorotorm	CM
Chloromethane	ND
Dibromochloromithune	(H)
l, <sup>a</sup> -Dichtoroben enc	[11]
Lit-Dichtoroben enc	i.D
1,4-0) chlorobenzene	(40)
l,l-Dichloroethane	1.D
1,2-Dichloroechane	CHI
l,1-Dich1proethene	ดห
trans-1,2-Dichloroethene	<b>7-D</b>
1,2-Dichloropropane	ttb
cis-1,3-Dichloropropene	βID
cians-1,3-Dichloropropene	7117
Hethylene chloride	0.1
1,1,2,2-Totrachloroethane	Ωντ
ietrachloroethene	ИD
l,l,l-Trichloroethane	CH3
1,1,2-frichloroethane	N!,
frichlotoethene	.30
Trichlorofluoromethane	111)
tingl chloride	(10)

3D - dot Detected

1). W. Tr. Le. mirst

CLRIFICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRITY IS NOT MADE BY MCKESSON ENVIRONMENTAL SERVICES (MES) FOR SAMPLES MOT TAKEN BY MES

#### MONESSON ENVIRONMENTAL SERVICES

#### EP: Method 601

Leb Mumber Sample I D Pose Recelled Lice Youl sed	2,504 85-407-30 03 TU 85 03 TU 85	1144-28 15-1738-0138 # 1103183
Title Maintel	<u> </u>	
CD PROUND		<u> 2014 ( - 1475 - 778 - 778 - 778</u>
"car cae		•. •
$(\{g^{(k)}\}_{k=0}, \{g^{(k)}\}_{k=0}, g^{(k)})$		
the problem of the contract of		
1, 3-brehlowben, car		٠.
1,4-Dichlorobenzene		٦٥.
Ecn, 1 Benzane		c.
Toleanc		4.5
1 lunus		* 5

ID - NOT Desacted

Milv Flyn. m. S/3.

CERTIFICATION OF ASTASSANCIAN SAMPLE OR SAMPLE LATIGRAIN, IS NOT AND BY MAKASSON LAWY OWASTING SERVICES (MIS) FOR SAMPLES AND TAKES BY ASSAULTED.

#### McKE SON ENVIRONMENTAL SERVICES

Mich Maryzed 0.713, 15735	
COMPOUND	CONCENTRATION, us/kg
Browodichloromethane	หก
Bromoform	ND
Bromomechane	ДM
Carbon tetrachloride	au
Chlorobenzene	£4D
Chloroethane	(11)
2-Chloroechylvinyl echer	(b)
Chlorotorm	(III)
Chloromethane	E.F.
Distromochloromethine	t, )
1,2-Dichloroben.ene	(4p)
1, 1-Dichtorob name	()
1,4-Dichlorohenzene	GM
1,1-Dichloroethane	GHi
l,2-Dichloroethane	เก
1,1-Dichloroethene	0.1
trans-1,2-Dichloroethene	` D
1,2-Dichloropropane	JD.
cis-1,3-Dichloropropene	an
trans-1,3-Dichloropropene	ND
Herhylene chloride	ND
1,1,2,2-Tetrachloroethane	ND
lecrachloroethene	ND
l,1,1-Trichlorocthane	45
1,1,2-Trichloroethane	(1,1
irichloroethene	Пи
Prichlorofluoromethane	111)
Vinyl chloride	tio

MD - Not Detected

CHRITICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRITY IS NOT MADE BY MCK. SSOW ENVIRONMENTAL SERVICES (MES) FOR S MPLES NOT TAKED BY MCS.

#### MCKESSON ENVIRONMENTAL SERVICES

EP . Mechod 602

ab jumber Sample I D. Oace Recuived Dace -nalyzed	2237 x 23-40 - 30 03,10 63 03,13 83	1293-28 ACLA-TERRA TECHNOLOGIES
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COMPOUND	CONCENTRATION, BE/KE
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Chlorobe ize ac	<b>7</b> .
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Echyl Benzene	; D
Toluene	Ğı.
Nytenes	لي،,

ND = Not Detected

11 of 1 - DE N. h. Hymn, Laboration Parager

CERTIFICATION OF REPRESENTATIVE SAMPLE OR SAMPLE INTEGRIF. IS NOT HADE BY MERCISON ENVIRONMENTAL SERVICES (MES) FOR SAMPLES NOT TAKEN BY MES

#### Mckl SON ENVIRONMENTAL SERVICES

Lab Number 22305 Sample I D B5-407-40 Date Received 05/10/55 Date Analyzed 07/13,14/55	7298-25 <u>4008-7588</u> , 1 <u>20080000128</u>
מאטסיווים	CONCENTRATION, LIZZE
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Bromotorm	tiĐ
Bromomerhane	UD
(arbon tetrachloride	би
Chlorobenzene	ប្រ
Chloroethane	ND
2-Chloroethylvinyl ether	аи
Chloroform	ND
Chloromethane	N**
Dibromochloromethane	N)
1,2-Dichloronenzene	54)
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Nethylene chloride	ιiD
1,1,2,2-Tetrachloroethane	MD
Tetrachlornethene	MD
l,l,l-Trichloroethene	ND
1,1,2-Trichloroethane	(IA
Frichloroethene	MD
Trichlorofluoromethane	Uti
Vinyl chloride	HD

ND - Not Detected

CLRITHILIATION OF REPRESENTATIVE SAMPLE OR SAMPLE LIFEGREE IS NOT 8500 BY MSR SSON ENVIRONMENTAL SERVICES GISLION SAMPLES NO. 17/14/81 19.8

#### MCYESSON ENVIRONMENTAL SERVICES

#### EP: Hethod 602

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Avlenes	laluene	<b>∵</b> 5
	Avlenes	.5

ND = Not Detected

CERTIFICATION OF REPRESENTANT E SYMPLE OR SAMPLE INTEGRITY IS NOT MADE BY MCKESSON LEWISCONMENTAL SERVICES (MES) FOR SAMPLES NOT TAKEN BY HES.

#### DRAFT

(Aqua Terra letterhead)

May 29, 1986

Mr. Harry M. Willis
Counselor at Law
601 California Street
Suite 2100
San Francisco, California 94108

Subject: McKesson Environmental Services / Invoice 8605-149

#### Gentlemen:

Our client, Peterson/Puritan Inc., continues to refuse payment of the above invoice as confirmed in our letter to Donna Lahr, dated February 6, 1986. To assist you in better understanding their position, the following is presented to summarize the situation.

Soil samples were submitted to the attention of Dr. Warren Steele of McKesson Environmental Services by May 10, 1985. It was agreed that results would be forwarded to Aqua Terra by May 14th. Results were phoned to Aqua Terra wherein it was recognized by both Aqua Terra and Peterson/Puritan personnel that there were several anomalies in the McKesson results which could not be explained. Discussions pursued between Dr. Steele of the McKesson Company and Aqua Terra representatives questioning the validity of the McKesson data.

As a result of our concern regarding the McKesson results, they were requested to repeat their analysis and two other outside testing laboratories were hired to repeat the analyses.

Analytical results from both of the outside testing laboratories showed no anomalies; likewise the recheck analyses by McKesson showed no anomalies. During a telephone conversation between an Aqua Terra representative and Dr. Steele, he stated that there was laboratory contamination within the McKesson testing procedures which caused the erroneous data in the first testing set. In effect, Dr. Steele acknowledged that McKesson erred during the first testing

May 21, 1986



Mr. Tom McKenna President Peterson/Puritan, Inc. Hegler Lane Danville, IL 61832 ARUN TERM

Subject: Laboratory Analyses - PPI Plant Tank Closure

Santa Fe Springs, CA

Dear Mr. McKenna:

As we discussed, documentation regarding the analytical services provided by McKesson for the subject project are enclosed. You are provided with copies of analytical results and invoices from McKesson and two other laboratories, copies of correspondence among PPI, Aqua Terra, and McKesson regarding services and payment of the McKesson invoice, and a copy of the letter from McKesson's attorney threatening a lawsuit.

In addition to costs for the two analytical laboratories (excluding McKesson), costs to PPI were incurred for Aqua Terra staff time to arrange for subsequent sampling, deliver samples, and provide data interpretation. Also, additional Aqua Terra staff time was required for report preparation time and discussions with the Regional Water Quality Control Board (RWQCB), which were somewhat complicated.

With receipt of the letter from McKesson's attorney, we are faced with the need to provide documentation of "other" costs resulting from the deficient analytical data. In order to effect a timely resolution of this matter, your assistance in providing documentation to refute McKesson's claim for payment is requested.

Please call if you have any questions or comments regarding this matter. I look forward to hearing from you soon.

Sincerely,

Aqua Terra Technologies

R. Wane Schneiter, Ph.D., P.E.

Vice President

RWS/lg Enclosure

cc: Peter Roncetti, CPC International

Exhibit D

e Peter SFS Plant Jale Willhelme Claring takes place Jan. centout forms yet and 11/2/85 etyl togine nce to livers, ic amonil want to get wtainst ave rogniales ratadory for Ces 5 do any thone JU ve Can ave an argumen of danveg ofping, malons of roll were talking about

fem anon 11.74.04(c) alandored tan cant ten for legion tanks empty-we could app test intil taylor back in service

no automatic requirement to put in wells at do soll borings

Montey rom

Harch 25, 1985

TELEFAX TO:

EDETFORY A. JOHESON PETERSON/PURITAN HERELEN LAME DARVILLE, ILLINOIS 55416

FROM:

PETER M. ROSCETTI ENGLEWOOD CLIFFS, HJ

#### MEMORARDOM



Date: March 21, 1985

To: Peter M. Roncetti

Director, Environmental Health & Safety

CPC International International Plaza

PO Box 8569

Englewood Cliffs, EJ 87632

FIGH:

R. Wane Schneiter

Project Manager

Aqua Terra Technologies

Subject: Project Status - PPI Santa Fe Springs, CA

Underground Tank Closure

The following outlines the current status of the subject project:

- o Aqua Terra report dated January 8, 1985 which presented the results of our subsurface investigations was reviewed by regulatory agencies and comments were received as follows:
- 1. The California Department of Health Services (DHS) indicated that they did not have any problems with our removing the tanks under the continued direction of the County Engineer's Office. DHS indicated no further interest in the project unless significant problems were discovered during tank closure.
- 2. The Los Angeles Regional Water Quality Control Board (RMCCS) indicated that they would require confirmation of no groundwater contamination. They did not specify what their requirements for confirmation would be, suggesting only that we provide evidence that groundwater contamination did not result from PPI activities. The HMCCB had received a copy of the County Engineer's letter dated February 26, 1985 and indicated that this letter adequately addressed the EMCCB's concerns.
- 3. The Los Angeles County Engineer's Office responded to the report with a letter dated February 26, 1985. A copy of the letter is attached.
- o Soil samples collected from borings during the week of December 17, 1984 were analyzed for volatile organic chemicals (EPA Method 651) and for aliphatic hydrocarbons. Analytical results were received from the laboratory on March 11, 1985. Because of the sample age, the EEPCE will likely consider the results to be qualitative. These data



have been presented verbally to Mr. Roncetti and Mr. Randy Mott of Breed, Abbott & Morgan. The data will be transmitted in written form when requested.

- o Seventeen soil samples were collected from a depth of about six inches at locations in the vicinity of the li underground tanks. These samples will be analyzed to assess the areal limits of elevated organic chemicals in surface soils. Analytical results will be available by Monday, March 25, 1985.
- o The current project budget is summarized in the attached letter dated March 15, 1985 to Mr. Nott.



## COUNTY OF LOS ANGELES

### DEPARTMENT OF PUBLIC WORKS

DOS & VERNOUS AVERAGE LAW ANGELIA CALIFORNIA SUNA Tababan : (City 100-1002)

HOMARA TINDRAMENT, Married LAM RAMMACK, Cried Beyong Director AMES L. ZANDOM, Coled Deposity Streeter TYRN L. SHITEL Coled Reposity Streeter ADMINISTRAL ALL COMMENSOR OF THE TO-SIN A PERSONN'T APPRICE LOS ASSECLERA CALSPRIMETA MINER

MARRITHENSE I-06350-TH

February 26, 1985

Mr. Rendy Mott Breed Abbott and Morgan International Square, 1875 Tye Street North West, Washington D. C. 20005

Dear Br. Ready Hott:

UNIVERSEMENT THE CLOSURE (PETERSON/PURITAM THC.)
9101 S. SURGESSEN AVE. SANTA FE SPRIMES

Your request for permission to close tanks numbers one through 11 at the above facility will be considered for approval when the requirements listed herein are met:

- The enclosed Closure Application form has to be fully completed.
   and returned to this office.
- 2. A closure fee per the enclosed invoice is required. Please make the check payable to the Los Angeles County Department of Public Works.
- 3. The data contained in your report show that soils above tames one through four, which are being abandoned in place, have been contaminated, yet no remedial action was proposed in your report. Provide this office with details on:
  - a) How you plan to decontaminate or replace the contaminated soil at the site.
  - b) The tacks and contaminated soil disposal.

Further, be advised that the State Regional Mater Quality Control Board (RMCEB) would like groundwater sample at the site be analysed for possible contamination. For additional information regarding the RMCEB requirements, contact Joshua Morkman of the Board at (213) 620-5662. The Board's requirements, however, will not affect our permitting process.

If you have any questions, please contact Carl Sjoberg of this office at (213) 738-2527.

Yery truly yours,

T. A. TIDEMANSON
Director of Public Works

H. Aichael Monajer Supervising Civil Engineer III

Sepitation Division

南部:NVSC 41

Attach.

cc: Aqua Terra Technologies
Joshua Northesa, RAQUB

TELEFAX TO:

MONTFORT A. JOHNSON
PETERSON/PURITAN
HEGELER LANE
DANVILLE, ILLINOIS 55416

FROM:

PETER M. RONCETTI ENGLEWOOD CLIFFS, NJ

talk to for.

ec Bill Polinson

#### MEMORANDUM



Date: March 21, 1985

To: Peter M. Roncetti

Director, Environmental Health & Safety

CPC International International Plaza

PO Box 8000

Englewood Cliffs, NJ 07632

From:

R. Wane Schneiter 45

Project Manager

Aqua Terra Technologies

Subject: Project Status - PPI Santa Fe Springs, CA

Underground Tank Closure

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- o Aqua Terra report dated January 8, 1985 which presented the results of our subsurface investigations was reviewed by regulatory agencies and comments were received as follows:
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- 2. The Los Angeles Regional Water Quality Control Board (RWQCB) indicated that they would require confirmation of no groundwater contamination. They did not specify what their requirements for confirmation would be, suggesting only that we provide evidence that groundwater contamination did not result from PPI activities. The RWQCB had received a copy of the County Engineer's letter dated February 26, 1985 and indicated that this letter adequately addressed the RWQCB's concerns.
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- o Soil samples collected from borings during the week of December 17, 1984 were analyzed for volatile organic chemicals (EPA Method 601) and for aliphatic hydrocarbons. Analytical results were received from the laboratory on March 11, 1985. Because of the sample age, the RWQCB will likely consider the results to be qualitative. These data



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- o The current project budget is summarized in the attached letter dated March 15, 1985 to Mr. Mott.



THOMAS A TIDEMANSON Director HIAM BARMACK, Chief Deputy Director JAMES L. EASTON, Chief Deputy Director WYNN L. SMITH, Chief Deputy Director

# COULTY OF LOS ANGELES

### DEPARTMENT OF PUBLIC WORKS

550 S. VERMONT AVENUE LOS ANGELES, CALIFORNIA 20020 Telephone: (213) 728-2011

ADDRESS ALL CORRESPONDENCE TO 550 S VERMONT AVENUE LOS ANGELES, CALIFORNIA 90020

IN REPLY PLEASE I-06350-IH

February 25, 1985

Mr. Randy Mott
Breed Abbott and Morgan
International Square,
1875 Eye Street
North West, Washington D. C. 20006

Dear Mr. Randy Mott:

UNDERGROUND TANK CLOSURE (PETERSON/PURITAN INC.) 9101 S. SORENSEN AVE. SANTA FE SPRINGS

Your request for permission to close tanks numbers one through 11 at the above facility will be considered for approval when the requirements listed herein are met:

- 1. The enclosed Closure Application form has to be fully completed and returned to this office.
- A closure fee per the enclosed invoice is required. Please make check payable to the Los Angeles County Department of Public Works.
- 3. The data contained in your report show that soils above tanks one through four, which are being abandoned in place, have been contaminated, yet no remedial action was proposed in your report. Provide this office with details on:
  - a) How you plan to decontaminate or replace the contaminated soil at the site.
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If you have any questions, please contact Carl Sjoberg of this office at (213) 738-2527.

Very truly yours,

T. A. TIDEMANSON

Director of Public Works

M. Michael Mohajer

Supervising Civil Engineer III

Sanitation Division

MMM:NA/sc 41

Attach.

cc: Aqua Terra Technologies

Joshua Workman, RWQCB



## PETERSON/PURITAN, INC.

An Affiliate Of CPC International Inc.

HEGELER LANE . DANVILLE, ILLINOIS 61832 . (217) 442-1400 . TWX 910-244-4653

April 9, 1985

Mr. Joe Mandell Tuttle & Taylor Inc. 609 South Grand Avenue Los Angeles, California 90017 -- CPC INTERNATIONAL INC.

APR 10 1985

PATENT DEPT.

Dear Joe;

Attached please find particulars we have requested quotes on to meet Baybar Investment Company's requirements for the removal of personal property, equipment, etc. contained in Item 5 of Federal Industrial Properties' Santa Fe Springs plant purchase offer from the above dated March 29, 1985.

Per our discussion, we wish to have the Sales Contract include specifics on work Peterson/Puritan intends to perform. We do not wish to enter debate prior to closing with the prospective buyer on these matters, after the fact. Contract language should be specific on these matters to minimize misunderstanding or delay in closing of Escrow.

Please use this list as tentative. Prior to completing our draft document, we will finalize this list accordingly.

I am sending a copy of the attached to John Bode to be sure that his perception of work to be completed meets with our tentative plans.

Regarding the environmental matters surrounding L.A. County's permit requirements for underground tanks, we are proceeding to finalize permits which will allow us to remove tanks in question and possibly a minimal amount of surface soil. There is an issue still in discussion regarding the Water Resource Board. By copy of this memo, I am asking Bill Robinson, assisted by Peter Roncetti of CPC to framework language for the Sales Agreement indicating Peterson/Puritan's responsibilities on this matter. We ask Bill to coordinate the above so that you have particulars no later than Friday, April 12, 1985.

Joe, please keep in touch on your progress. If we can be of further assistance, please call.

Sincerely,

Tom McKenna

TMM/ssm Encl.

cc: Bill Robinson/ Peter Roncetti John Bode Paul Grunder

PLANTS: CUMBERLAND, RHODE ISLAND • DANVILLE, ILLINOIS
AFFILIATES MEXICO • SOUTH AFRICA

## PETERSON/PURITAN, INC.

An Affiliate Of CPC International Inc.

Re: Plant Renovation SFS

Items for general contractors to quote on:

- Removal of all machinery from roof area which consists of: 2 blowers, 2 humidifiers, 2 large canopy air vents, 1 water tower. (Roof to be repaired in this area.)
- . Remove all pipe from walls, electrical and steam.
- . Remove all electrical from walls not pertaining to warehouse lights.
- . Remove filling rooms and hot room (total 3 rooms).
- . Remove welding area next to maintenance shop.
- . Remove entire structure in compounding area, roof, steps and so forth.
- . Remove all pallet racks.
- . Remove all dykes in compounding area.
- . Fill in all floor drains with concrete.
- Remove supporting concrete pads in hydrocarbon areas and replace concrete to parking lot level.
- Remove pads in compounding area and replace with concrete to parking lot level.
- . Replace ceiling insulation covering after filling room is removed.
- . Remove all machinery, tanks, and office furniture.
- . Remove two outside canopies that are located in compounding storage area.
- . Remove water canon and water supply valve near back dock area.
- . Repair all holes in walls.

#### Items to leave as is:

- . Shipping & Receiving office
- . Parts Room
- . Maintenance Shop
- . All downstairs offices
- . Lunch room and locker room

CPC International Inc.
P O Box 8000, International Plaza
Englewood Cliffs, NJ 07632

April 16, 1985

### CPC INTERNATIONAL INC.

APR 22 1985

PATENT DEPT.



Mr. Joshua M. Workman Senior Water Resource Control Engineer California Regional Water Quality Control Board 107 South Broadway, RM. 4027 Los Angeles, CA 90012-4596

RE: Peterson/Puritan Inc. Underground Tank Closure, Santa Fe Springs, CA

Dear Mr. Workman:

Thank you for having taken the time on April 2, 1985 to meet with us to discuss the data which we had recently collected at the subject site and forwarded to you under cover of Wane Schneiter's letter dated March 29, 1985.

The results of our earlier extensive investigatory efforts outlined in the January 1985 Aqua Terra Technologies report, and the supplementary soils testing carried out during March 1985, collectively show that the history of solvent handling operations the Peterson/Puritan plant resulted only in trace level contamination principally confined to the shallow subsurface These data also show that contaminant leaching through deeper subsurface soils has not been significant as evidenced by the rapid attenuation of concentrations with depth. all but one test boring location (i.e., in 7 of 8 tests), no contaminants were found at a depth of 40 feet. Toluene was found in the remaining 40 foot sample at 3.7 ppb which is almost at the limit of detection, twenty times less than the relevant state action level for drinking water, and insignificant with respect to human health and environment. The data demonstrate that the low-level concentration found was the result of minor surface releases, and that the underground tanks, supporting our earlier tank-testing results, did not leak.

It is our firm judgement, based on the extensive soil sampling profile we have developed, that groundwater quality has <u>not</u> been affected by operations at the Peterson/Puritan site. The de minimus concentrations at depth are consistent with the State and Board's groundwater quality objectives including nondegradation and beneficial uses for the Basin. The rapid attenuation of concentrations with depth to zero or de minimus levels is due to the 40 feet of soil which acts as an effective adsorption media upon which the principles of current treatment technology, e.g., granular activated carbon, are based. There is nothing in our data to suggest the need for groundwater monitoring.

While we believe that the existing soil data are sufficient for decision-making purposes, we will take the initiative to verify such data as an alternative approach to groundwater testing. We will drill test borings in those additional areas of the property where surface soil contamination was found to be greatest. Our proposal, therefore, is to drill to a depth of 40 feet at four locations (SB-2, SB-6, SB-9, & SB-16) utilizing drill, sampling and analytical methods the same as done previously. We would collect and analyze soils from each test hole at 5, 10, 20, 30 and 40 foot depths.

We appreciate your agreement at the meeting to provide to us in writing the position of your agency on our above described plan. We believe it is necessary that you assure us that no groundwater testing would be required (i.e., that our proposal is a full and sufficient alternative) should de minimus detectable concentrations be found at the deepest (40 foot) levels in all test holes and should concentration levels and patterns at the intermediate depth be consistent with current data.

We would appreciate your most prompt consideration of and response to our proposal. By this time you will have no doubt had the additional time needed to review the supplementary data which was the subject of our recent meeting. In the meantime, as necessitated by the imminent sale of the property, we plan to proceed to complete our bid specifications, select a contractor, obtain appropriate permit approval from the County Department of Public Works, and proceed with the physical removal of the underground tanks.

Should you have any question, please do not hesitate to call me at (201) 894-2483.

Sincerely,

Peter M. Roncetti

Retu m. Roncethe.

Director, Environmental Health & Safety

PMR/lsj 77a/pmr3

cc: R. M. Mott (Breed, Abbott & Morgan)

R. W. Schneiter (Aqua Terra Technologies)

T. G. McKenna (President, Peterson/Puritan)

bcc: W. R. Robinson



CPC International Inc. P O Box 8000, International Plaza Englewood Cliffs, NJ 07632

April 16, 1985

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Sincerely,

Peter M. Roncetti

Retu m. Roncettifg.

Director, Environmental Health & Safety

PMR/lsj 77a/pmr3

R. M. Mott (Breed, Abbott & Morgan)

R. W. Schneiter (Aqua Terra Technologies)

T. G. McKenna (President, Peterson/Puritan)

May 13, 1985



Mr. Gary Armstrong Los Angeles County Sanitation District 2800 South Workman Mill Road Whittier, CA 90601

Subject: Disposal of Soil Containing Organic Compounds at Los Angeles County Landfill

Dear Mr. Armstrong:

Pursuant to your telephone conversation this morning with Ms. Lori Pettegrew of our firm, I am enclosing a copy of the laboratory data indicating the organic compounds and their concentrations in the soil proposed for disposal at a Class II-l landfill in Whittier, California.

Aqua Terra Technologies will be directing the excavation of 600-800 cubic yards of contaminated soil to a maximum of 18 inches at the approximate area shown on the attachment to this letter. The soil is be excavated as part of facility upgrade involving replacing the yard concrete pad and removing underground storage tanks. As indicated on the Attachment, there are four localized areas where the total organic compound concentrations exceed 1 ppm; however, the bulk of the soil is virtually clean. The project site is located, in Santa Fe Springs, California.

Currently, no legal criteria exist for total chlorinated organic chemicals in soil or solid waste. The California Administrative Code (CAC) defines a "restricted waste" as one in which the total chlorinated organic chemical concentration exceeds 1000 mg/Kg (ppm). Levels of chlorinated organic chemicals in soil samples collected at the site were significantly less than the 1000 mg/Kg criteria. Hence, the soils containing chlorinated organic chemicals are not regulated under the "restricted waste" criteria for hazardous waste disposal in landfills.

Regulations recently adopted (CAC, Title 22, Section 66699(d)) by DHS for characterization of hazardous waste in California included Soluble and Total Threshold Limit Concentrations, STLC and TTLC, respectively, only for TCE. No STLC or TTLC criteria were adopted or proposed for other organic chemicals identified in the attachment.

The STLC for TCE has been set at 204 mg/L (ppm) in an extract following a 48-hour waste extraction test (WET) in accordance with DHS protocol. The STLC was developed from aquatic



Mr. Gary Armstrong May 13, 1985 Page 2

toxicity data (five times the 96-hour LC50 for fathead minnow). The STLC of 204 mg TCE/L of WET extract corresponds to 2040 mg TCE/Kg of waste, based on dilutions used in the WET. The TTLC for the waste is 2040 mg/Kg. The soil sample analytical results reported in the Attachment represent total concentrations, that is, the TTLC.

The highest concentration of TCE detected in any soil sample was 11 mg/Kg (ppm) in Surface Boring 2. Since this value is less than the STLC value of 204 ppm, the soil would not be classified as hazardous under California hazardous waste criteria.

Because the project site soils contain substantially less than 1000 mg/Kg total chlorinated organic chemicals the soil would be classified as nonhazardous under hazardous waste regulations proposed in CAC, Title 22, Section 6630. A nonhazardous classification eliminates any requirement to manage the soil as a hazardous waste.

Section 66696(b) of Title 22 provides a procedure to calculate a rat oral toxicity value for bulk waste material containing several component toxic materials. The following equation was taken from Section 66696(b):

Calculated Oral LD50 = 100 · 
$$n \le \frac{(\$Ax^{-1})}{(T_{ax})}$$

Where:

n = number of chemical compounds

%Ax = weight percent of compound x in a waste

mixture

 $T_{ax}$  = oral LD50 for each compound

If the calculated LD50 is less than 5000 mg/Kg, the material is classified as a hazardous waste on the basis of toxicity criteria. The concentrations of organic chemicals detected in the site soil samples result in LD50 values substantially greater than the 5000 mg/Kg criterion, as presented below:

Surface Boring	Calculated Oral LD50 (mg/Kg)
SB-2	1.68x1Ø <sup>7</sup>
SB-6	1.60x10 <sup>8</sup>
SB-9	1.02x108
SB-16	1.21x10 <sup>8</sup>



Mr. Gary Armstrong May 13, 1985 Page 3

In addition, review of the chlorinated organic chemical concentrations detected in the site soils and review of published aquatic toxicological data suggests that the acute fish toxicity criterion of 500 mg/L, adopted by DHS, would not be exceeded by site soils.

Based on the data summarized in the attachment and the discussion presented above, it may be concluded that levels of organic chemicals detected in the soil samples are below criteria values for classification of the site soils as hazardous waste. That is, the site soils would not be classified as hazardous waste by DHS criteria.

On the basis of the discussion presented above, we request permission to dispose of the subject soil at a Class II-l landfill in Whittier, California, or nearby location.

Your consideration in this matter is greatly appreciated. Please contact me if you require additional information.

Sincerely,

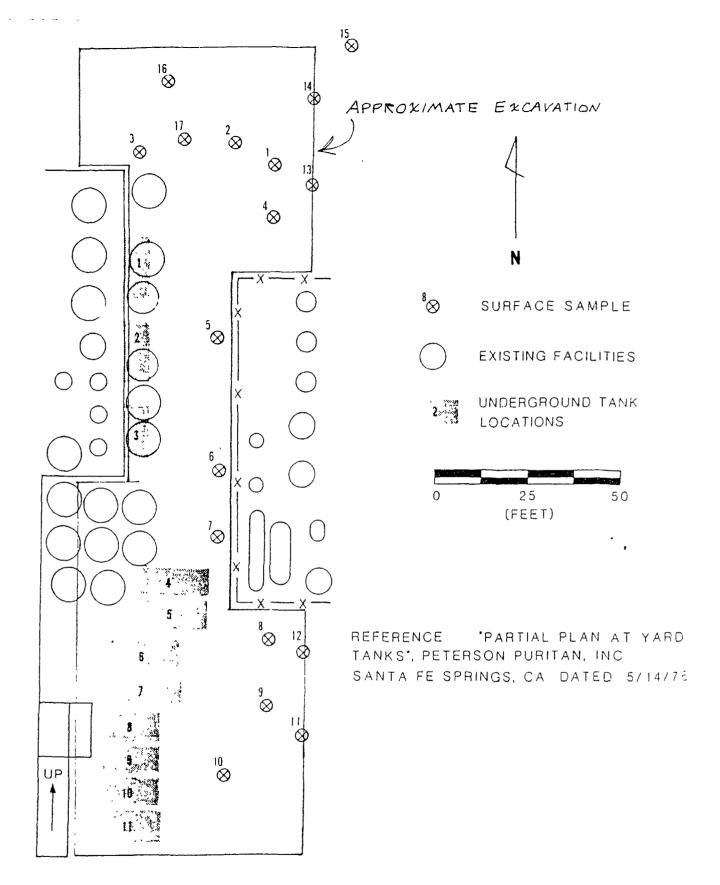
AQUA TERRA TECHNOLOGIES

R. Wane Schneiter, Ph.D., P.E.

Vice President

RWS:ks(06-407.40)

Attachment



AQUA TERRA TECHNOLOGIES

PETERSON/PURITAN, INC
SANTA FE SPRINGS, CALIFORNIA
LOCATION OF SURFACE SAMPLES



## **EAL** Corporation

2030 Wright Avenue Richmond California 94804 (415) 235-2633 (TWX) 910 382-8132

# ANALYSIS REPORT

Aqua Terra Technology 171 12th Street Suite 201 Oakland, CA 94607 Date 3/29/85
Samples Received 3/21/85
EAL W O No 475200-3320-13

Attention: Wane Schneiter Purchase Order No

			· · · · · · · · · · · · · · · · · · ·		
SAMPLE IDENTIFICATION COMPOUND	EAL: CUSTOMER:	3320-13-1 SB-1	3320-13-2 SB-2	3320-13-3 SB-3	3320-13-4 SB-4
Methylene chloride		13	39000	6.1	2.1
1,1-dichloroethane		33	4800	22	<1
trans-1,2-dichloroeth	ene	148	7500	5.3	2.2
1,1,1-trichloroethane		7.5	17000	13	2.2
trichloroethene		25	11000	6.1	3.8 .
tetrachloroethene		<1	3400	<1	<1
		3320-13-5 SB-5	3320-13-6 SB-6	3320-13-7 SB-7	3320-13-8 SB-8
Methylene chloride		<1	177	<1	73
l,l-dichloroethane		43	225	<1	<1
trans-1,2-dichloroethe	ene	52	4200	197	<1
l,l,l-trichloroethane		72	1140	<1	11
trichloroethene		104	590	4.2	1.8
tetrachloroethene			133	<1	<1

Aqua Terra Technology

Attention: Wane Schneiter

crans-1,2-dichloroethene

SAMPLE IDENT	IFICATION EAL:	3320-13-9	3320-13-10	3320-13-11	3320-13-12	3320-13-13	3320-13-14	3320-13-15	3320-13-16
COMPOUND	CUSTOMER:	SB-9	SB-10	SB-11	SB-12	SB-13	SB-14	SB-15	SB-16
Methylene ch	loride	4600	352	15	<1	<1	<1	<1	293
1,1-dichloro	ethane	145	32	2.7	<1	<1	<1	<1	120

1,1,1-trichloroethane	720	220	37	<1	<1	<1	<1	2560
trichloroethene	40	27	3.3	<1	<1	<1	<1	710
tetrachloroethene	32	2.6	<1	<1	<1	<1	<1	3900

5.2

<1

<1

<1

	3320-13-17 SB-17
Mothylene chloride	<1
l,l-dichloroethane	<1
trans-1,2-dichloroethene	13
1,1,1-trichloroethane	6.4
truchloroethene	2.9
tetrachloroethene	<1

3600

58

Becult Typou for Harry Y. Gee - Program Manager

all units parts per billion (ppb)

5370

# Thermo Electron

### **EAL** Corporation

2030 Wright Avenue Richmond, California 94804 (415) 235-2633 (TWX) 910-382-8132

#### ANALYSIS REPORT

Aqua Terra Technology 171 12th Street Suite 201 Oakland, CA 94607 Date 3/29/85

Samples Received 3/21/85

EAL W O No 475200-3320-13

Purchase Order No

Attention: Wane Schneiter

SAMPLE IDEN	TIFICATION	AROMATIC HYDROCARBONS	ALKANES
EAL	CUSTOMER	(as Toluene) ppb	ррЬ
3320-13-1	SB-1	2.1	21
3320-13-2	SB-2	5.4	849
3320-13-3	SB-3	4.4	336
3320-13-4	SB-4	5.5	191
3320-13-5	SB-5	46	399
3320-13-6	SB-6	874	8100
3320-13-7	SB-7	4.2	226
3320-13-8	SB-8	2.0	15
3320-13-9	SB-9	61	1050
3320-13-10	SB-10	8.7	185
3320-13-11	SB-11	15	91
3320-13-12	SB-12	4.2	49
3320-13-13	SB-13	20	21
3320-13-14	SB-14	4.7	44
3320-13-15	SB-15	7.8	58
3320-13-16	SB-16	121	937
3320+13-17	SB-17	25	58

HYG/php

Succett of Typon for Harry Y. Oce

Program Manager

May 15, 1985



Mr. Fred Lettice SCAQMD Engineering Division 915Ø Flair Drive El Monte, CA 91731

Subject: SCAQMD Rule 1150

Dear Mr. Lettice:

The purpose of this letter is to 1) inform the SCAQMD of anticipated excavation of soils within your jurisdiction which contain low levels of organic chemicals and 2) to request a letter from SCAQMD stating the applicability of Rule 1150 in this case.

Aqua Terra Technologies is representing Peterson/Puritan, Inc. (PPI) regarding property in Santa Fe Springs, California. PPI operated a household products packaging facility at 9101 South Sorensen Avenue in Santa Fe Springs until September, 1984. In anticipation of the sale of the property, PPI is removing 11 underground storage tanks located at the site and is replacing the yard concrete slab. This work is scheduled to occur during June/July, 1985. Site drawings showing the locations of the underground tanks and the approximate area where the yard slab will be replaced are presented in Attachment 1.

During December, 1984, Aqua Terra collected soil samples from deep (40 feet) test borings in the vicinity of the underground tanks in accordance with the Los Angeles County Engineer's Office guidelines. On the basis of chemical analyses of these soil samples, it was concluded that the underground tanks and associated piping did not leak. A summary of the analytical data resulting from the deep borings is presented in Attachment 2. The County Engineer's Office has approved the closure of the tanks.

Data resulting from the test borings, however, revealed that surface soils did contain organic chemicals at higher levels than did deeper soils (See Attachment 2). These surface soils were apparently exposed to chemicals used at the site during transfer of the chemicals into and out of the tanks. Consequently, 17 shallow (12 inches) soil samples were collected over a broad area of the site to quantify the limits and levels of chemicals in surface



SCAQMD May 15, 1985 Page 2

soils. The results of chemical analyses for these samples and a site plan showing sampling locations are presented in Attachment 3.

The surface soil data presented in Attachment 3 indicate generally low to non-detectable organic chemical concentrations in the majority of the surface soils samples. Local, apparently discrete, higher levels of chemicals were detected in surface soil samples SB-2, SB-6, SB-9, and SB-16. These "higher concentration" samples contain total volatile organic chemicals (VOCs) at concentrations of 83 ppm, 6.5 ppm, 9.1 ppm, and 13 ppm, respectively. In fact, these four samples represent the only locations where total VOCs exceeded 1.0 ppm.

The concrete yard slab will be removed by saw cutting the perimeter and breaking the concrete into pieces suitable for transport and disposal off-site. Once the concrete slab has been demolished, the surface soils will be excavated by scraping to a depth of approximately 18 inches. These surface soils, consisting primarily of silty and sandy clays, are not suitable for backfill material; therefore, they will be disposed off-site. The surface soils will be placed directly into containers for off-site transport to the disposal facility. Soils excavated from below a depth of 18 inches will be stockpiled on-site for use as backfill following removal of the tanks.

If soil is encountered which is judged unacceptable for backfill either due to physical characteristics or the presence of organic chemicals, this soil will be disposed off-site. Demolished concrete and excavated soils which require off-site disposal will be disposed at a Class II-l landfill approved by the County of Los Angeles Sanitation District, unless transported to facilities outside the Sanitation District's jurisdiction.

All demolition and excavation work will be inspected by a registered Aqua Terra engineer. Worker exposure from organic vapor emissions from the immediate, active work area will be monitored by use of a portable organic vapor analyzer.



SCAQMD May 15, 1985 Page 3

Your consideration of this matter and a prompt reply will be appreciated. If you have any questions regarding the contents of this letter, please contact me.

Sincerely,

Aqua Terra Technologies, Inc.

R. Wane Schneiter, Ph.D., P.E.

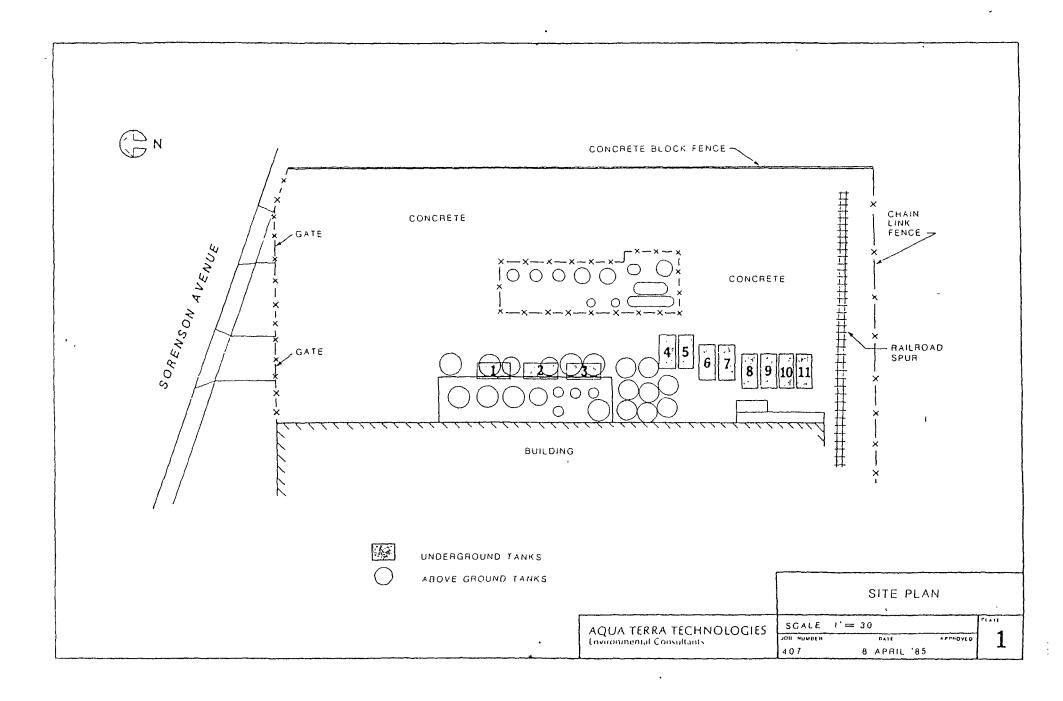
Project Manager

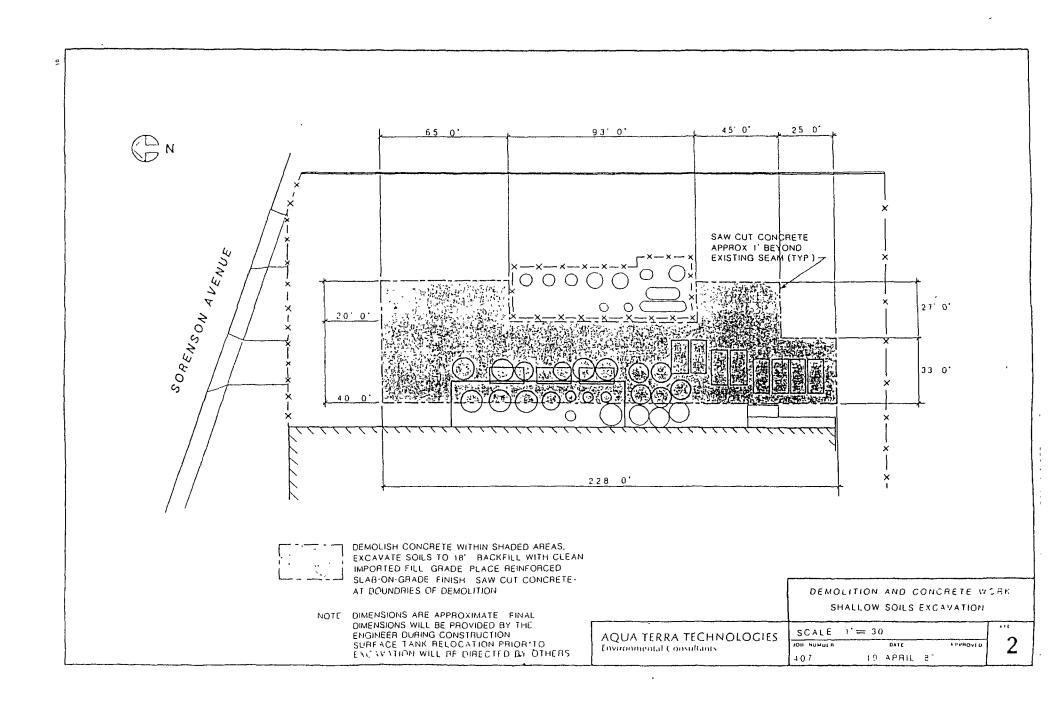
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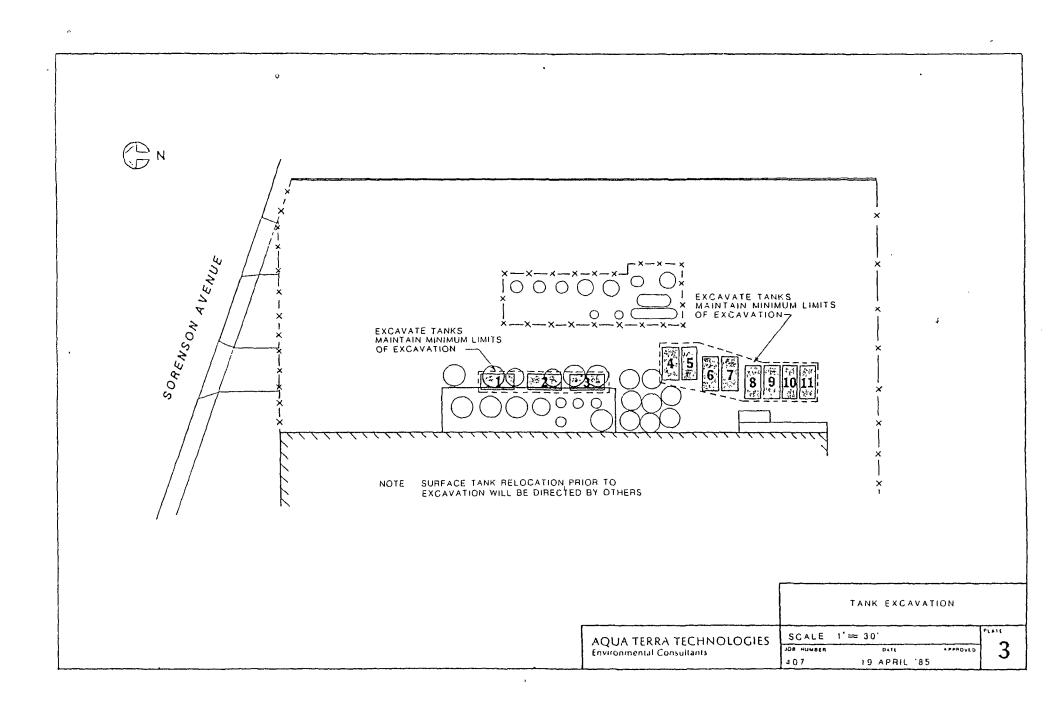
Attachments



Attachment 1 - Site Drawings Aqua Terra's letter to Mr. Fred Lettice May 15, 1985

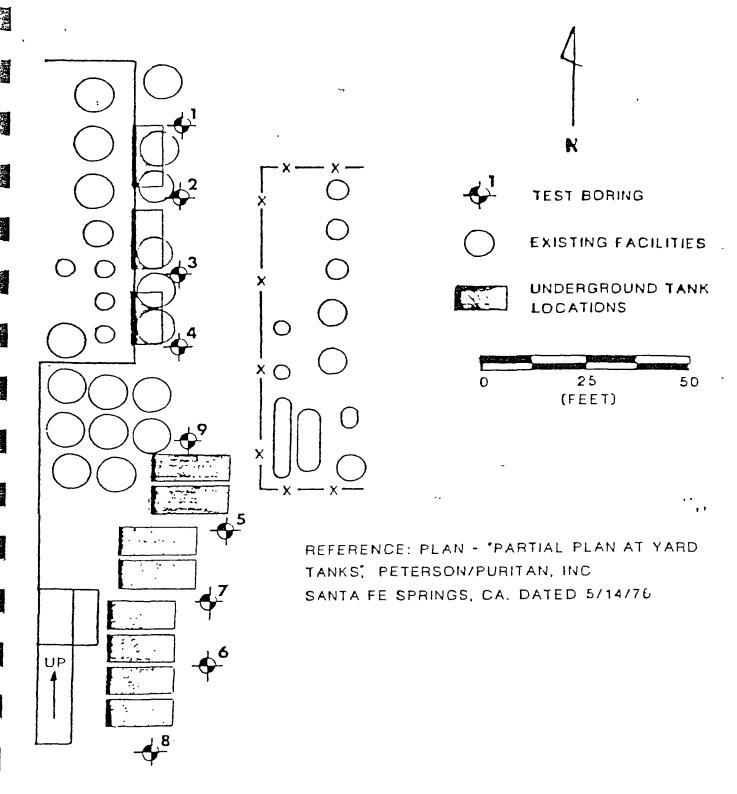








Attachment 2 - Deep Boring Analytical Data Aqua Terra's letter to Mr. Fred Lettice May 15, 1985



PETERSON/PURITAN, INC-SANTA FE SPRINGS, CALIFORNIA LOCATION OF SOIL BORINGS FIGURE 2

Table 2. Summary of Soil Sample Analytical Results in ppb Peterson/Puritan, Inc., Santa Fe Springs, CA

Boring Number	1	1		1	2	ļ		3	
Sample Depth (Ft Below Surface)	2.5a	10.5b	21c	2.5a	10.5c	31c	2.5a	10.5c	21.5c
Trichloroethane	18	17	<b>(1</b>	85	8	<u>в</u>	55	64	<del></del>
1,1-Dichloroethane	1 13	<1	*	36	*	•	11	•	•
t-1,2-Dichloroethene	] 33	19	•	52	*	•	44	51	<1
Terrachloroethene	1 17	8	•	31	•	* [	34	•	•
Trichloroethene	5	<1	•	1 7	•	*	16	•	
Hethylene Chloride	<b>(1</b>	<b>&lt;</b> 1	<1	129	33	<1	<1 -	<1	<1
Yylenes	1 10	7	•	<1∅	*	•	<10	•	•
Butyl Cellosolve	•	•	<10	•	<10	<1∅	•	<18	<18
Acetone	<10	<10	•	54	•	•	277	•	
Toluene	1	∢1	•	<b>1</b>	1	•	<b>&lt;1</b>	•	•
Ethanol	•		•		•	•	•	5	5
Mineral Spirits	•	•	<10	•	<10	<10	*	•	•
Acute Oral LD50	1.4xe+10	2.9xe+10		3.9xe+9	2.8xe+10	1.29xe+12	1.28xe+9	1.5xe+12	1.2xe+9

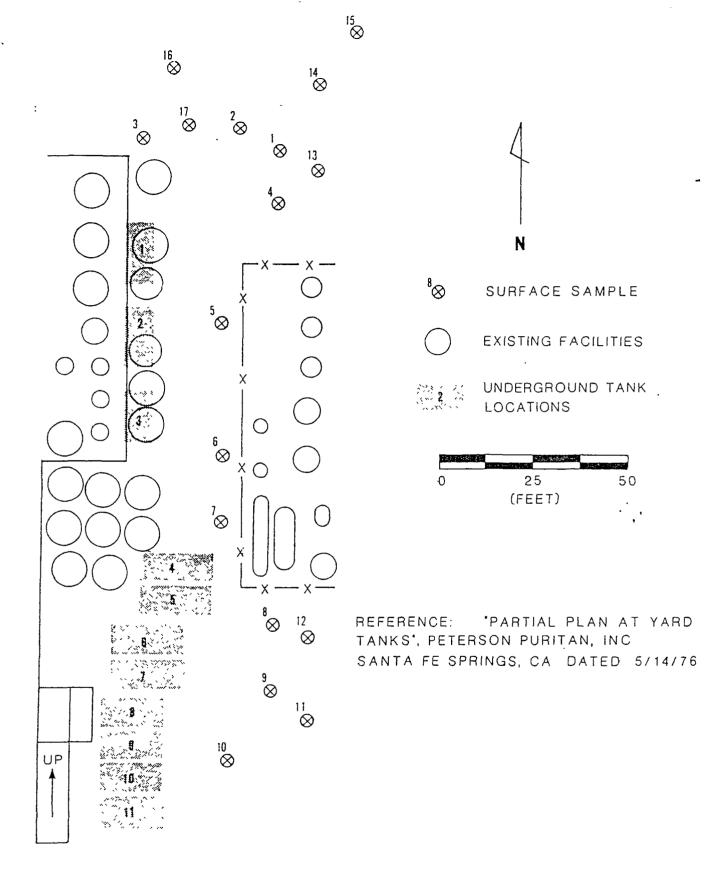
Table 2. Summary of Soil Sample Analytical Results in ppb Peterson/Puritan, Inc., Santa Fe Springs, CA

boring humber	1		4		ļ	Composite 5/6	Composite 7/8/9
Sample Depth (Ft Below Surface)	2.5a	10.5c	15.5c	20.5c	30.5c	16/16	15.5/15.5/15
Trichloroethane	-¦36			<del></del>	<u> </u>	<u> </u>	
1,1-Dichloroethane	1 36	•	•	*	• {	<1	<b>1</b> <1
t-1,2-Dichlorosthens	552	184	•	<1	1	<1	<b>1</b> <1
Tetrachloroethana	27	4	•	•		<1	<b>1</b> <1
Trichloroethens	56	•	•	•	•	<1	<b>\</b> 1
methylene Chloride	1 131	14	5	240	<1	<1	13
Xylenes	(10	•	•	•	*	3	2
Sutyl Cellosolve	•	<18	•	•	•	•	•
Acetone	<18	•	•	<b>n</b>	•	<b>₹18</b>	(18
Toluene	(1	•	•	•	•	14	1
Ethanol	j •	3	•	3	∢1	•	• ,
Hineral Spirits	*	•		*		•	1
Acute Oral LD50	6.7xe+9	6.7xe+9	1.9xe+11	3,6xe+9	4.0xe+9	3.1xe+11	7.lxe+10

- a. Analysis by GC/MS using EPA Method 624
- b. Analysis by GC using EPA Method 601 Analytical confirmation by GC/MS
- c. Analysis by GC using EPA Method 601
- \* Not Detected
- Notes: 1. Determination of components and concentrations were calculated for those chemicals detected by GC and GC/MS which are not in EPA Method 601 and 624 library.
  - 2. In calculating the LD50s, 1,2-Dichloroethene was used instead of t-1,2-Dichloroethene. e+ indicates scientific notation.



Attachment 3 - Surface Sample Analytical Data Aqua Terra's letter to Mr. Fred Lettice May 15, 1985



AQUA TERRA TECHNOLOGIES

PETERSON/PURITAN, INC.

SANTA FE SPRINGS, CALIFORNIA
LOCATION OF SURFACE SAMPLES



### **EAL** Corporation

2030 Wight Avenue Richmond California 94804 (415) 235-2633 (TWX) 910-382-8132

# ANALYSIS REPORT

Aqua Terra Technology 171 12th Street Suite 201 Oakland, CA 94607

Date Samples Received

EAL W O No

3/29/85 3/21/85 475200-3320-13

Attention: Wane Schneiter

Purchase Order No

Attention: Wane S	cineiter	ʻ	oremase order		
SAMPLE IDENTIFICAT COMPOUND	ION EAL: CUSTOMER:	3320-13-1 SB-1	3320-13-2 SB-2	3320-13-3 SB-3	3320-13-4 SB-4
Methylene chloride		13	39000	6.1	2.1
1,1-dichloroethane		33	4800	22	<1
trans-1,2-dichloro	ethene	148	7500	5.3	2.2
1,1,1-trichloroeth	ane	7.5	17900	13	2.2
trichloroethene		25 ·	11000	6.1	3 - 8
tetrachloroethene		<1	3400	<1	<1
		3320-13-5 SB-5	3320-13-6 SB-6	3320-13-7 SB-7	3320-13-8 SB-8
Methylene chloride		<1	177	<1	73
1,1-dichloroethane		43	225	<1	<1
trans-1,2-dichloroe	thenc	52	4200	197	<1
l,1,1-trichloroetha	ine	72	1140	<1	11
trichloroethene		104	590	4.2	1.3
Letrachloroethene			133	<1	<1

Aqua Terra Technology

Attention:	Wane	Schneiter
------------	------	-----------

SAMPLE IDENTI	FICATION EAL:	3320-13-9	3320~13-10	3320-13-11	3320-13-12	3320-13-13	3320-13-14	3320-13-15	3320-13-16
COMBON!D	CUSTOMER:	53-9	SB-10	SB-11	SB-12	SB-13	SB-14	SB-15	SB-16
Mothylene chl	lorıde	. 4600	352	15	<1	<1	<1	<1	293
1,1-dichloro	ethane	145	32	2.7	. <1	<1	<1	<1	120
trans-1,2-did	chloroethene	3600	58	5.2	<1	<1	<1	<1	5370
l,l,l-trichlo	oroethane	720	220	37	<1	<1	<1	<1	2560
trichloroeth	ene	40	27	3.3	<1	<1	<1	<1	710
tetrachloroe	thene	32	2.6	<1	<1	<1	<1	<1	3900
								\$	

	3320-13-17 SB-17
Mothylene chloride	<1
l,l-dichloroethane	<1
trans-1,2-dichloroethene	13
1,1,1-trichloroethane	6.4
truchloroethene	2.9
tetrachloroethene	<1

all units parts per billion (ppb)

Beuseld Typou for Harry Y. Gee - Program Manager

# Thermo

### **EAL** Corporation

2030 Wright Avenue Flichmond, California 94804 (415) 235-2633 (FWX) 910-382 8132

# ANALYSIS REPORT

Aqua Terra Technology 171 12th Street Suite 201

Oakland, CA 94607

Samples Received  $\frac{3/21/85}{}$ 

Purchase Order No

Date 3/29/85

EAL W O No 475200-3320-13

Attention: Wane Schneiter

SAMPLE IDEN	TIFICATION	AROMATIC HYDROCARBONS (as Toluene)	ALKANES
EAL.	CUSTOMER	php	ppb
3320-13-1	SB-1	2.1	21 .
3320-13-2	SB-2	5.4	849
3320-13-3	SB-3	4.4	336
3320-13-4	SB-4	5.5	191
3320-13-5	SB-5	46	399
3320-13-6	SB-6	874	8100
3320-13-7	S13-7	4.2	226
3320-13-8	SB-8	2.0	15
3320-13-9	SB-9	61	1050
3320-13-10	SB-10	8.7	185
3320-13-11	SB-11	15	91
3320-13-12	SB-12	4.2	49
3320-13-13	SB-13	20	21
3320-13-14	SB-14	4.7	44
3320-13-15	SB-15	7.8	58
3320-13-16	SB-16	121	937
3320-13-17	SB-17	25	58

HYC/php

Program Manager

CPC International Inc. P O Box 8000, International Plaza Englewood Cliffs, NJ 07632

June 5, 1985

#### CPC INTERNATIONAL INC.

JUN 6 1985

PATENT DEPT.



Mr. Joshua Workman Sr. Water Resource Control Engineer State of California RWQCB, Los Angeles Region 107 South Broadway, Room 4027 Los Angeles, CA 90012-4596

Subject: Subsurface Investigation, May 8 and 9, 1985

Peterson/Puritan, Inc. Santa Fe Springs, CA

Dear Mr. Workman:

This letter transmits our report of the further subsurface investigations which we conducted as a consequence of our April 2, 1985 meeting and subsequent telephone discussions, and consistent with the terms set forth in your letter of May 7, 1985.

As you recall, we agreed to drill additional soil test borings to confirm our conclusion that significant chemical migration through the soil has not occurred and that groundwater has not been contaminated as a result of activities at the site. Aqua Terra's report dated January 8, 1985 had served as the basis for this conclusion.

The Aqua Terra report transmitted herewith presents data which supports our earlier conclusion that groundwater has not been impacted by chemicals used at the Peterson/Puritan site. No toxic chemicals were detected in the analysis of soil samples collected from a depth greater than 20 feet, including samples collected from below the water table. Furthermore, levels of total organic chemicals detected in the upper depths were low, ranging from an individual sample high of less than 5.0 ppm to a low of less than 0.6 ppm. These concentrations were rapidly attenuated with increasing depth.

Therefore, on the basis of these additional results and of Aqua Terra's report dated January 8, 1985, we request that the RWQCB accept our conclusion that groundwater has not been contaminated as a result of activities at the Peterson/Puritan site. We look forward to your prompt response to this request since the company has a contractual commitment to sell the site and would like to do so after receipt of the RWQCB's acceptance.

I will call you within a few days to discuss this matter. If necessary we are prepared to meet with you to answer any questions you may have and to expedite a decision. Should you have any questions in the interim, I can be reached at (201) 894-2483.

Sincerely,

Peter M. Roncetti

Director,

Environmental Health and Safety

PMR/lsj

Enclosure 17/pmr4

cc: R. M. Mott (Heron, Burchette, Ruckert & Rothwell)

R. W. Schneiter (Aqua Terra Technologies)

T. M. McKenna (President, Peterson/Puritan)

bcc: W. R. Robinson

July 24, 1985

TO:

T. M. McKenna

Peterson/Puritan, Inc. Danville, Illinois

Telecopier: 217-442-1400

FROM:

W. R. Robinson

RE:

SFS PLANT SALE

The attached letter from Randy Mott confirms that the underground tank question is no longer an impediment to our sale of the SFS plant.

W. R. Robinson

Attachment

WRR1/es-72

bcc: E. P. Trevors

JUL 29 1995 NIN

Suite 1150 170 L Street Sacramento, CA 95814

770 L Street Sacramento, CA 95814 (916) 446-1428

1400 MBank Tower 221 West Sixth Street Austin, TX 78701 (512) 499-0606

# Heron, Burchette, Ruckert & Rothwell

Suite 700 1025 Thomas Jefferson Street, N.W Washington, D.C. 20007

(202) 337-7700 TWX 710-822-9270

July 23, 1985

William R. Robinson, Esq. CPC International Inc. Legal Department P.O. Box 8000 International Plaza Englewood Cliffs, N.J. 07632

Re: Santa Fe Springs Tanks

Dear Bill:

While not directly involved in the conduct of negotiations with the various state and local agency technical staffs, I have reviewed each submission to the agencies and their response.

Our technical data indicates no groundwater contamination at the site and only minimal surface contamination due to historical operations. Our consultants recommended, and the state and local officials accepted, removal of shallow soils in the area of nominal contamination. I understand that this is completed and that a final letter to the Regional Water Quality Control Board verifying the completion of this task and the existence of no further contamination will be prepared by our consultant by the first of August.

This last step will complete any tasks or inquiries requested by any agency that reviewed the tank closure plan. In other words, we are finished and no additional work is required.

William R. Robinson, Esq. July 24, 1985 Page Two

Please let me know if I can provide any further information.

Randy M. Mott